



# AND LEGAL TERMS

### **BIRDIEBSC.ONLINE smart contract**

(1) Smart contract interpretation

In a simple word, "smart contract" is a contract (contract) agreement performed programmatically.

The main objective of the smart contract is to meet the needs of a number of common contracts

(such as payment agreements, mortgage agreements. confidentiality agreements, and even

enforcement agreements). The smart contract minimizes the impact of accidents or the events by

implementation of the agreement, removing third-party trust mechanism to minimize the cost of

trust between the parties, reducing fraud losses and non-conformance with the agreement,

decreasing accidents, improving the efficiency of social operation and achieving other economic

goals.

(2) BIRDIEBSC.ONLINE smart contract

The user chooses the relevant conditions to generate the smart contract, such as the lease time, the

payment of the deposit, the rent and the deductible, etc.. When the smart contract obtains external

data, detected in line with the preparatory conditions, will take the initiative to replace the

enterprise and users to respond, such as automatic delivery, automatic refund, automatic payment

and so on. The whole process is recorded in the blockchain, to ensure that all states of correctness,

integrity and non-tampering, and to reduce the impact of accidents.

### **Birdiebsc.online: Legal Disclaimer**

# LEGAL CONSIDERATIONS, RISKS AND DISCLAIMER

YOU MAY LOSE ALL MONIES THAT YOU SPEND PURCHASING Birdiebsc.online TOKENS. IN THE

# EVENT THAT YOU PURCHASE TOKENS, YOUR PURCHASE CANNOT BE REFUNDED OR EXCHANGED.

THERE IS NO GUARANTEE THAT THE OF THE Birdiebsc.online TOKENS OR THE PROJECT

DESCRIBED IN THIS WHITE PAPER WILL BE DELIVERED. Birdiebsc.online TOKENS ARE NOT INVESTMENT!

YOU ARE WAIVING YOUR RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND

PARTICIPATING IN THE Birdiebsc.online TOKEN SALE. BY PARTICIPATING IN THE

Birdiebsc.online TOKEN SALE YOU ARE AGREE TO HAVE NO RECOURSE, CLAIM,

ACTION, JUDGEMENT OR REMEDY AGAINST Birdiebsc.online IF THE OF THE

Birdiebsc.online TOKENS OR IF THE PROJECT DESCRIBED IN THIS WHITE PAPER IS NOT DELIVERED

**OR REALISED.** 

IF YOU ARE UNCERTAIN AS TO ANYTHING IN THIS WHITE PAPER OR YOU ARE NOT PREPARED TO

LOSE ALL MONIES THAT YOU SPEND PURCHASING Birdiebsc.online TOKENS, WE STRONGLY URGE

YOU NOT TO PURCHASE ANY Birdiebsc.online TOKENS.

WE RECOMMEND YOU CONSULT LEGAL, FINANCIAL, TAX AND OTHER PROFESSIONAL ADVISORS OR

EXPERTS FOR FURTHER GUIDANCE BEFORE PARTICIPATING IN THE Birdiebsc.online

TOKEN SALE OUTLINED IN THIS WHITE PAPER. YOU ARE STRONGLY ADVISED TO TAKE INDEPENDENT

LEGAL ADVICE IN RESPECT OF THE LEGALITY IN YOUR JURISDICTION OF YOUR PARTICIPATION IN THE

TOKEN SALE.

Birdiebsc.online TOKENS ARE NOT SHARES OR SECURITIES OF ANY TYPE. THEY DO NOT ENTITLE

YOU TO ANY OWNERSHIP OR OTHER INTEREST IN Birdiebsc.online .

You must read the following "Legal Considerations, Risks and Disclaimer" section in full before: (i)

making use of this White Paper and any and all information available on the website(s) of

Birdiebsc.online (the "Contract's Creator of the token") located at Birdiebsc.online (the "Website"); and (ii) participating in the Contract's Creator of the token's token sale outlined in this White Paper (the "Token Sale", "Airdrop", "Token Presale").This

"Legal Considerations, Risks and Disclaimer" section applies to this White Paper and any and all

information available on the Website. The contents of this "Legal Considerations, Risks and

Disclaimer" section outlines the terms and conditions applicable to you in connection with (i) your

use of this White Paper and of any and all information available on the Website; and (ii) your

participation in the Token Sale, in each case in addition to any other terms and conditions that we

may publish from time to time relating to this White Paper, the Website and the Token Sale (such

terms hereinafter referred to as the "Terms"). This "Legal Considerations, Risks and Disclaimer"

section may be updated from time to time and will be published as part of the latest version of the

White Paper which shall be available on the Website. You shall be obliged to read in full the latest

available version of the White Paper available on the Website prior to participating in the Token Sale.

The information set forth in this "Legal Considerations, Risks and Disclaimer" section may not be

exhaustive and does not imply any elements of a contractual relationship. While we make every

reasonable effort to ensure that all information: (i) in this White Paper; and (ii) available on the

Website (all the information in the White Paper and all information available on the Website

hereinafter referred to as the "Available Information") is accurate and up to date, such material in no

way constitutes professional advice. Individuals intending to participate in the Token Sale should

seek independent professional advice prior to acting on any of the Available Information.

### **LEGAL CONSIDERATIONS**

The Contract's Creator of the token has used reasonable endeavours to approach the Token Sale in a responsible and

sensible manner. Given the legal uncertain of distributed ledger technologies, businesses and

activities as well as cryptocurrencies and cryptocurrency-related businesses and activities in a

number of jurisdictions, the Contract's Creator of the token has spent time and resources to consider its business approach

and where it proposes to operate now and in the future. The Contract's Creator of the token has worked with Polished Law Firm in respect of law matters. The Contract's Creator of the token has NOT taken any other legal advice

in any other jurisdiction. As such, it is possible that the Contract's Creator of the token's Birdiebsc.online tokens

described in this White Paper and which are the subject of the Token Sale (the "Tokens") may

comprise a security in your jurisdiction or the offer for sale by the Contract's Creator of the token of the Tokens in your

jurisdiction may be a regulated or prohibited activity and in either of these cases the Contract's Creator of the token may

be liable for the same. The Contract's Creator of the token accepts no responsibility or liability to you in these or any other

circumstances. You are strongly advised to take independent legal advice in respect of the legality in

your jurisdiction of your participation in the Token Sale and purchase of Tokens.

The Financial Services Commission has on 12th October 2017 published a draft of the principledbased regulations which relate to the use of distributed ledger technology for storing and

transmitting value belonging to others, and which regulations come into effect on 1st January 2018.

The Financial Services Commission has also announced that regulations relating to public token sales

will come into effect in early 2018. The Contract's Creator of the token will use reasonable commercial endeavours to

comply with all regulations and, to the extent reasonably practicable with the regulations of such

other jurisdictions that it is able to. However, due to the current uncertain state of regulation relating

to distributed ledger technology and token sales across the world, the Contract's Creator of the token cannot guarantee

the legality of the Token Sale or the future other tokens to be developed as envisaged by the Available Information or the Contract's Creator of the token's ability to develop, structure and licence any future Token

functionality in every jurisdiction but the Contract's Creator of the token will use reasonable commercial endeavours to be

responsive and compliant in the face of any regulatory inquiry.

The Tokens are not securities. In the event that you purchase Tokens,

your purchase cannot be refunded or exchanged. The Contract's Creator of the token does not recommend purchasing

Tokens for speculative investment purposes. Tokens do not entitle you to any equity, governance,

voting or similar right or entitlement in the Contract's Creator of the token or in any of its affiliated companies. Tokens are

sold as digital products, similar to downloadable software, digital music and the like. The Contract's Creator of the token

does not recommend that you purchase Tokens unless you have prior experience with cryptographic

tokens, blockchain-based software and distributed ledger technology and unless you have taken

independent professional advice.

The Contract's Creator of the token may choose to make the Available Information in a number of different languages. In

the event of any conflict between the English version of the Available Information and any foreign

language version, the English language version will prevail.

### **REGIONAL RESTRICTIONS**

Citizens, nationals, residents (tax or otherwise) and/or green card holders of each of: (i) the United

States of America; (ii) the People's Republic of China; (iii) South Korea; (iv) Vietnam; and (v) any other

jurisdiction which prohibits the possession, dissemination or communication of the Available

Information and/or prohibits participation in the Token Sale or the purchase of Tokens or the offer

for sale of the Tokens or any similar activity or product (collectively the "Restricted Jurisdictions") or

any other Restricted Persons are not permitted to participate in the Token Sale. The term "Restricted

Persons" refers to any firm, Contract's Creator of the token, partnership, trust, corporation, entity, government, state or

agency of a state or any other incorporated or unincorporated body or association, association or

partnership (whether or not having separate legal personality) that is established and/or lawfully

existing under the laws of a Restricted Jurisdiction (including in the case of United States of America,

under the federal laws of the United States of America or under the laws of any of its States).

The Tokens are not intended to constitute, and shall not constitute, securities in any jurisdiction. This

White Paper does not constitute a prospectus or offer document of any sort and the Available

Information is not intended to constitute an offer of securities or a solicitation for investment in

securities in any jurisdiction. The Contract's Creator of the token does not provide any opinion or any advice to purchase,

sell, or otherwise transact with Tokens and the presentation, publication or communication of all or

any part of the Available Information shall not form the basis of, or be relied upon in connection

with, any contract or investment decision.

### **NO ADVICE**

No part of the Available Information should be considered to be business, legal, financial or tax

advice regarding the Contract's Creator of the token, the Tokens, the Token Sale or any of the matters to which all or any

part of the Available Information relates. You should consult your own legal, financial, tax or other

professional advisor regarding the Available Information. You should be aware that you may be

required to bear the financial risk of any purchase of Tokens for an indefinite period of time.

### **LIMITATION OF LIABILITY**

In no event shall the Contract's Creator of the token or any current or former employees, officers, directors, partners,

trustees, representative, agents, advisors, contractors, or volunteers of the Contract's Creator of the token (hereinafter the

"Contract's Creator of the token Representatives") be responsible or accountable or liable in any way whatsoever to any purchaser of Tokens for any loss of profits or otherwise or for any lost savings or for any incidental

direct indirect special or consequential damages in each case arising out of or from or in connection

with:

any failure by the Contract's Creator of the token or any of its affiliated companies to deliver or realise all or any part of

the project or the strategy or the membership network or the Token features described in or

envisaged by the Available Information;

your use or inability to use at any time the services or the products or the strategy or the

membership network or Tokens offered by the Contract's Creator of the token;

the breach of any of these Terms by the Contract's Creator of the token or by the Contract's Creator of the token Representatives or by you or

### by any third party;

any security risk or security breach or security threat or security attack or any theft or loss of data

including but not to hacker attacks, losses of password, losses of private keys, or anything

### similar;

mistakes or errors in code, text, or images involved in the Token Sale or in any of the Available

### Information; or

any information contained in or omitted from the Available Information;

any expectation promise representation or warranty arising (or purportedly arising) from the

### **Available Information;**

the volatility in pricing of Tokens in any countries and/or on any exchange or market (regulated,

unregulated, primary, secondary or otherwise);

the purchase use sale resale redemption or otherwise of the Tokens; or

your failure to properly secure any private key to a wallet containing Tokens,

### (collectively, the "Excluded Liability Matters").

The Available Information (including the Website and the White Paper) and the Tokens are provided on an "as is" basis and without any representations or warranties of any kind, either express or

implied. You assume all responsibility and risk with respect to your use of the Available Information

and purchasing of any amount of Tokens and their use. If applicable law does not allow all or any part

of the above limitation of liability to apply to you, the limitations will apply to you only to the

maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally

waive: (i) all and any claims (whether actual or contingent and whether as an employee, office

holder, trustee, agent, principal or in any other capacity whatsoever or howsoever arising) including,

without limitation, claims for or relating to the Excluded Liability Matters, any payment or repayment

of monies, indemnity or otherwise that you may have against the Contract's Creator of the token or against any of the

Contract's Creator of the token Representatives; and (ii) release and discharge the Contract's Creator of the token and all of the Contract's Creator of the token

Representatives from any and all liability (of whatsoever nature or howsoever arising) it or they may

have to you. If for any reason you hereafter bring or commence any action or legal proceeding in

respect of any claim purported to be released and discharged pursuant to this paragraph or these

Terms, or otherwise attempt to pursue any such claim against the Contract's Creator of the token or any Contract's Creator of the token

Representative then you hereby irrevocably and unconditionally undertake to indemnify, and keep

indemnified the Contract's Creator of the token and all Contract's Creator of the token Representatives fully on demand from and against:

all liabilities or losses suffered by the Contract's Creator of the token or any Contract's Creator of the token Representative; and

all reasonable costs, charges and reasonable expenses (including without limitation reasonable legal

costs and expenses) reasonably and properly incurred by the Contract's Creator of the token or any Contract's Creator of the token

### Representative,

in each case by reason of or in connection with the bringing or commencement of such action or

pursuit of such claim by you.

If any provision or part-provision of this "Legal Considerations, Risks and Disclaimer" section is or

becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent

necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant

provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or

part-provision under this "Legal Considerations, Risks and Disclaimer" section shall not affect the

validity and enforceability of the rest of this "Legal Considerations, Risks and Disclaimer" section.

# **NO REPRESENTATION & WARRANTIES**

Notwithstanding any other provision of these Terms or any statement made expressly or impliedly in

the Available Information, the Contract's Creator of the token does not make or purport to make, and hereby disclaims,

any representation warranty undertaking or covenant in any form whatsoever to any entity or

person, including any representation warranty undertaking or covenant in relation to the truth,

accuracy and completeness of any of the information set out in the Available Information.

# **REPRESENTATION & WARRANTIES BY YOU**

By howsoever accessing and/or accepting possession or communication of all or any part of the

Available Information, you represent and warrant (and shall be deemed to represent and warrant) to

the Contract's Creator of the token on the date of such access or on the latest date on which you retain possession of all or

any part of the Available Information as follows:

you are over 18 (eighteen) years of age;

you agree and acknowledge that the Tokens do not constitute shares or equities or securities or financial instruments or investments in any form in any jurisdiction;

you agree and acknowledge that the Available Information (including the White Paper and the

Website) does not constitute a prospectus or offer document of any sort and is not intended to

constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and

you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or

other form of payment is to be accepted on the basis of the Available Information;

you agree and acknowledge that no regulatory authority has examined or approved of the Available

Information, no action has been or will be taken under the laws, regulatory requirements or rules of

any jurisdiction and the publication, distribution or dissemination of all or any part of the Available

Information to you does not imply that the applicable laws, regulatory requirements or rules have

been complied with;

you agree and acknowledge that the Available Information, the undertaking and/or the completion

of the Token Sale, or future trading of the Tokens on any exchange or market (regulated,

unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by you

as an indication of the merits of the Contract's Creator of the token, the Tokens, the Token Sale or the Available

### Information;

the distribution or dissemination of the Available Information any part thereof or any copy thereof,

or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations

or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you

have observed and complied with all such restrictions at your own expense and without liability to

the Contract's Creator of the token;

you agree and acknowledge that in the case where you wish to purchase any Tokens, the Tokens are

not to be construed, interpreted, classified or treated as:

any kind of currency or commodity;

debentures, stocks or shares issued by any person or entity (whether the Contract's Creator of the token or otherwise);

rights, options or derivatives in respect of such debentures, stocks or shares;

rights under a contract for differences or under any other contract the purpose or pretended

purpose of which is to secure a profit or avoid a loss;

units in a collective investment scheme;

units in a business trust;

derivatives of units in a business trust;

any other security or class of securities; or

any type of investment (as such term is defined by the Financial Services (Investments and Fiduciary

Services) Act 1989-47 of (as amended or re-enacted from time to time) or as such term might be

construed under similar legislation in any other part of the world);

you are fully aware of and understand that you are not eligible to purchase any Tokens or access the

Available Information if you are a citizen, national, resident (tax or otherwise) and/or green card

holder of a Restricted Jurisdiction or if you are a Restricted Person;

you have a basic degree of understanding of the operation, functionality, usage, storage,

transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based

software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain

technology and smart contract technology;

you are fully aware and understand that in the case where you wish to purchase any Tokens, there

are risks associated with: (A) the Contract's Creator of the token and its business and operations; (B) the Tokens; (C) the

Token Sale; and (D) relying or acting on all or any part of the Available Information; you agree and acknowledge that the Contract's Creator of the token is not liable for any direct indirect special incidental

consequential or other losses of any kind in tort contract or otherwise (including but not to

loss of revenue income or profits or loss of use or data or loss of reputation or loss of any economic

or other opportunity of whatsoever nature or howsoever arising) arising out of or in connection with

any acceptance of or reliance on the Available Information or any part thereof by you; and

all of the above representations and warranties are true, complete, accurate and not misleading

from the time of your last access to and/or possession of (as the case may be) the Available

Information.

### **CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS**

All statements contained in the Available Information, statements made in any press releases or in

any place accessible by the public and oral statements that may be made by the Contract's Creator of the token or the

Contract's Creator of the token Representatives (as the case may be), that are not statements of historical fact, constitute

"forward looking statements". Some of these statements can be identified by forward-looking terms

such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may",

"plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. However,

these terms are not the exclusive means of identifying forward-looking statements. All statements

regarding the Contract's Creator of the token's financial position, business strategies, plans and prospects and the future

prospects of the industry which the Contract's Creator of the token is in are forward-looking statements. These forwardlooking statements, including but not to statements as to the Contract's Creator of the token's revenue profitability

and growth, expected revenue profitability and growth, prospects, future plans, other expected

industry trends and other matters discussed in the Available Information regarding the Contract's Creator of the token are matters that are not historic facts, but only estimations and predictions. The Contract's Creator of the token makes no

representation or warranty on having made any predictions or estimates or expectations on the basis

of any formula, any mathematical or scientific modelling or forecast, or having made any due and

proper enquiries or having undertaken any independent research or studies or otherwise. These

forward-looking statements involve known and unknown risks, uncertainties and other factors that

may cause the actual future results, performance or achievements of the Contract's Creator of the token to be materially

different from any future results, performance or achievements expected, expressed or implied by

such forward-looking statements. These factors include, amongst others:

changes in legal political social economic and stock or cryptocurrency market conditions and the

regulatory environment in the countries in which the Contract's Creator of the token conducts its Token Sale its business

### and/or its operations;

the risk that the Contract's Creator of the token may be unable or execute or implement its business strategies and future

#### plans;

changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;

changes in the anticipated growth strategies and expected internal growth of the Contract's Creator of the token;

changes in the availability and fees payable to the Contract's Creator of the token in connection with its business and

### operations;

changes in the availability and salaries of employees who are required by the Contract's Creator of the token to operate its

business and operations;

changes in preferences of customers of the Contract's Creator of the token;

changes in competitive conditions under which the Contract's Creator of the token operates, and the ability of the

Contract's Creator of the token to compete under such conditions;

# changes in the future capital needs of the Contract's Creator of the token and the availability of financing and capital to

fund such needs;

war or acts of international or domestic terrorism;

occurrences of catastrophic events, natural disasters and acts of God that affect the businesses

and/or operations of the Contract's Creator of the token;

other factors beyond the control of the Contract's Creator of the token; and

any risk and uncertainties associated with the Contract's Creator of the token and its business and operations, the Tokens,

the Token Sale and reliance on all or any part of the Available Information.

All forward-looking statements made by or attributable to the Contract's Creator of the token or Contract's Creator of the token Representatives

are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may

cause the actual future results, performance or achievements of the Contract's Creator of the token to be materially

different from that expected, expressed or implied by the forward-looking statements in the

Available Information, undue reliance must not be placed on these statements.

These forward-looking statements are applicable only as of the later of the date of publication of the

White Paper and the latest date that the Website has been updated. Neither the Contract's Creator of the token nor the

Contract's Creator of the token Representatives nor any other person represents, warrants and/or undertakes that the

actual future results, performance or achievements of the Contract's Creator of the token will be as discussed in those

forward-looking statements. The actual results, performance or achievements of the Contract's Creator of the token may

differ materially from those anticipated in these forward-looking statements.

Nothing contained in the Available Information is or may be relied upon as a promise, representation

or undertaking as to the future performance or policies of the Contract's Creator of the token. Further, the Contract's Creator of the token

disclaims any responsibility to update any of those forward-looking statements or publicly announce

# any revisions to those forward-looking statements to reflect future developments, events or

circumstances, even if new information becomes available or other events occur in the future.

### **RISK FACTORS**

You should carefully consider and evaluate each of the following risk factors and all other

information contained in these Terms before deciding to participate in the Token Sale. To the best of

the Contract's Creator of the token's knowledge and belief, all risk factors which are material to you in making an informed

judgment to participate in the Token Sale have been set out below. If any of the following

considerations, uncertainties or material risks develops into actual events, the business, financial

position and/or results of operations of the Contract's Creator of the token and the maintenance and level of usage of the

Tokens could be materially and adversely affected. In such cases, the trading price of Tokens (in the

case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or

otherwise)) could decline due to any of these considerations, uncertainties or material risks, and you

may lose all or part of your Tokens or the economic value thereof.

**RISKS RELATING TO PARTICIPATION IN THE TOKEN SALE** 

There is no prior market for Tokens and the Token Sale may not result in an active or liquid market

for the Tokens.

Prior to the Token Sale, there has been no public market for the Tokens. In the event that the

Contract's Creator of the token ever decides to seek the approval for availability of the Tokens for trading on a

cryptocurrency exchange or market, there is no assurance that such approval will be obtained.

Furthermore, even if such approval is granted by a cryptocurrency exchange, there is no assurance

that an active or liquid trading market for the Tokens will develop, or if developed, will be sustained

after the Tokens have been made available for trading on such market.

Price DOES not be indicative of the market price of the Tokens market.

A Token is not a currency issued by any central bank or national, supra-national or quasi-national

organisation, nor is it backed by any hard assets or other credit nor is it a commodity in the

traditional sense of that word. The Contract's Creator of the token is not responsible for, nor does it pursue, the circulation

and trading of Tokens on any market. Trading of Tokens will merely depend on the consensus on its

value between the relevant market participants. No one is obliged to purchase any Token from any

holder of the Token, including the purchasers, nor does anyone guarantee the liquidity or market

price of Tokens to any extent at any time. Furthermore, Tokens may not be resold to purchasers who

are citizens, nationals, residents (tax or otherwise) and/or green card holders of Restricted

Jurisdictions or to Restricted Persons or to purchasers in any other jurisdiction where the purchase of

Tokens may be in violation of applicable laws. Accordingly, the Contract's Creator of the token cannot ensure that there

will be any demand or market for Tokens, or that the Purchase Price is indicative of the market price

of Tokens after they have been made available for trading on any cryptocurrency exchange or

### market.

Future sales or issuance of the Tokens could materially and adversely affect the market price of

### Tokens.

Any future sale or issuance of the Tokens would increase the supply of Tokens in the market and this

may result in a downward price pressure on the Token. The sale or distribution of a significant

number of Tokens outside of the Token Sale (including but not to the sales of Tokens

undertaken after the completion of the initial crowdsale, issuance of Tokens to persons other than

purchasers for purposes of community initiatives, business development, academic research, education and market expansion and issuance of Tokens as a reward to users of the Contract's Creator of the token's

or otherwise), or the perception that such further sales

or issuance may occur, could adversely affect the trading price of the Tokens.

Negative publicity may materially and adversely affect the price of the Tokens.

Negative publicity involving the Contract's Creator of the token, the Contract's Creator of the token's that is yet to be developed, the Tokens or

any of the key personnel of the Contract's Creator of the token and/or regulation of distributed ledger technologies,

cryptocurrencies and/or crowdsales of tokens in any jurisdiction, may materially and adversely affect

the market perception or market price of the Tokens, whether or not it is justified.

The Contract's Creator of the token may not be able to pay any anticipated rewards in the future.

There is no assurance that there will be sufficient engagement in the Contract's Creator of the token's other tokens

that is yet to be developed such that you will receive any rewards anticipated to be distributed to

active users of the Contract's Creator of the token's other tokens. Further, even in the event there is substantial

engagement and interactions among the users of the Contract's Creator of yet to be

developed, there is no assurance you personally will receive any part of the rewards. This is because

the ability of the Contract's Creator of the token to pay any reward to you will depend on the future results of operations

and the future business and financial condition of the Contract's Creator of the token, and there is no assurance of the

future results of operations and the future business and financial condition of the Contract's Creator of the token.

There is no assurance of any success of the Contract's Creator of the token's Token Sale or other tokens that is yet to

be developed as envisaged by the Available Information.

The value of, and demand for, the Tokens hinges heavily on the performance of the Contract's Creator of the token's

# Token Sale and and the continuous active engagement

of its users and success of its contemplated business lines. There is no assurance that the Contract's Creator of the token's Token Sale will be successful or that its will gain or

continue to gain traction. While the Contract's Creator of the token has made every effort to provide a realistic estimate,

there is also no assurance that the cryptocurrencies raised in the Token Sale will be sufficient for the

development of the Contract's Creator of the token's other tokens. For the foregoing or any other reason, the

development of the Contract's Creator of the token's other tokens and launch of the anticipated Token functionality

may not be completed and there is no assurance that it will be launched at all. As such, distributed

Tokens may hold little or no worth or value and this would impact any trading price and/or use of the

Tokens.

The trading price of the Tokens may fluctuate following the Token Sale.

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate

significantly over short periods of time. The demand for, and the corresponding market price of, the

Tokens may fluctuate significantly and rapidly in response to, among others, the following factors,

some of which are beyond the control of the Contract's Creator of the token:

new technical innovations;

analysts' speculations, recommendations, perceptions or estimates of the Token's market price or

the Contract's Creator of the token's financial and business performance;

changes in market valuations and token prices of entities with businesses similar to that of the

Contract's Creator of the token that may be listed on the same cryptocurrency exchanges or markets as the Tokens;

announcements by the Contract's Creator of the token of significant events, for example partnerships, sponsorships or

new product developments;

fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges or

markets;

additions or departures of key personnel of the Contract's Creator of the token;

# success or failure of the Contract's Creator of the token's management in implementing business and growth strategies;

and/or

changes in conditions affecting the blockchain or financial technology industry, the general economic

conditions or market sentiments, or other events or factors.

The funds raised in the Token Sale are exposed to risks of theft.

The Contract's Creator of the token will make every effort to ensure that the funds received from the Token Sale will be

securely held in an escrow wallet, which is a multi-signature address with access thereto by private

keys held by reputable and trusted parties. Further, the Contract's Creator of the token may make every effort to ensure

that the funds received by it from Token Sale will be securely held through the implementation of

security measures. Notwithstanding such security measures, there is no assurance that there will be

no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials

of service or errors, vulnerabilities or defects on the Token Sale website, in the smart contract(s) on

which the escrow wallet and the Token Sale relies, on the Ethereum blockchain or any other

blockchain, or otherwise. Such events may include, for example, flaws in programming or source

code leading to exploitation or abuse thereof. In such event, even if the Token Sale is completed, the

Contract's Creator of the token may not be able to receive the cryptocurrencies raised and the Contract's Creator of the token may not be able

to use such funds for the development of the Contract's Creator of the token's other tokens. In such case, the launch

of the Contract's Creator of the token's other tokens might be temporarily or permanently curtailed. As such,

distributed Tokens may hold little worth or value and this would impact their trading price.

# **RISKS RELATING TO THE ESCROW WALLET**

The private keys to the escrow wallet may be compromised and the cryptocurrencies may not be able to be disbursed. The escrow wallet is designed to be secure. Each of the holders of the three (3)

private keys to the escrow wallet will use all reasonable efforts to safeguard their respective keys,

but in the unlikely event that any two (2) of the three (3) keys to the escrow wallet are, for any

reason whatsoever, lost, destroyed or otherwise compromised, the funds held by the escrow wallet

may not be able to be retrieved and disbursed, and may be permanently unrecoverable. In such

event, even if the Token Sale is successful, the Contract's Creator of the token will not be able to receive the funds raised

and the Contract's Creator of the token will not be able to use such funds for the development of the Contract's Creator of the token's business

strategy. As such, distributed Tokens may hold little worth or value and this would impact their

trading price.

### **RISKS RELATING TO THE CONTRACT'S CREATOR OF THE TOKEN**

The Contract's Creator of the token may be materially and adversely affected if it fails to effectively manage its operations

as its business develops and evolves, which would have a direct impact on its ability to develop,

maintain or operate the Contract's Creator of the token's other tokens and/or develop, structure and/or licence any

### **Token functionality.**

The financial technology and cryptocurrency industries in which the Contract's Creator of the token competes have grown

rapidly over the past few years and continue to evolve in response to new technological advances,

changing business models, shifting regulations and other factors. As a result of this constantly

changing environment, the Contract's Creator of the token may face operational difficulties in adjusting to the changes,

and the sustainability of the Token will depend on its ability to manage its operations, ensure that

it hires qualified and competent employees, and provides proper training for its personnel. As its

business evolves, the Contract's Creator of the token must also expand and adapt its operational infrastructure. The Contract's Creator of the token's business will in part rely on its blockchainbased software systems, cryptocurrency

wallets or other related token storage mechanisms, blockchain technology and smart contract

technology. All of these systems, tools, and skillsets represent complex, costly, and rapidly changing

technical infrastructure. In order to demonstrate continued ability to effectively manage technical

support infrastructure for the Contract's Creator of the token's and the

future functionality of the Tokens, the Contract's Creator of the token will need to continue to upgrade and improve its

data systems and other operational systems, procedures, and controls. These upgrades and

improvements will require a dedication of resources and are likely to be complex and increasingly

rely on hosted computer services from third parties that the Contract's Creator of the token does not or will not control. If

the Contract's Creator of the token is unable to adapt its systems and organisation in a timely, efficient, and cost-effective

manner to accommodate changing circumstances, its business, financial condition and/or results of

operations may be adversely affected. If the third parties whom the Contract's Creator of the token relies on are subject to

a security breach or otherwise suffer disruptions that impact the services the Contract's Creator of the token uses, the

integrity and availability of its internal information could be compromised, which may consequently

cause the loss of confidential or proprietary information and/or economic loss. The loss of financial,

labour or other resources, and any other adverse effect on the Contract's Creator of the token's business, financial

condition and/or operations, would have a direct adverse effect on the Contract's Creator of the token's ability to develop

maintain or operate, structure and/or license

the anticipated Token functionality. Any adverse effects affecting the Contract's Creator of the token business or

technology are likely to also adversely impact the , liquidity, and trading price of the Tokens.

The Contract's Creator of the token may experience system failures, unplanned interruptions in its network or services,

hardware or software defects, security breaches or other causes that could adversely affect the

Contract's Creator of the token's infrastructure network, and/or the Contract's Creator of the token's .

The Contract's Creator of the token is not able to anticipate when there would be occurrences of hacks, cyber-attacks,

distributed denials of service or errors, vulnerabilities or defects in:

in the smart contracts on which the Contract's Creator of the token or the Contract's Creator of the token's business

strategy relies, or on the Ethereum or any other blockchain. Such events may include, for example,

flaws in programming or source code leading to exploitation or abuse thereof. The Contract's Creator of the token may not

be able to detect such hacks, cyber-attacks, distributed denials of service errors vulnerabilities or

defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple

service incidents happening simultaneously or in rapid succession.

The Contract's Creator of the token's network or services, which would Token value

yet to be developed and, if successfully structured, developed, licensed and launched, the Token

functionality, could be disrupted by numerous events, including natural disasters, equipment

breakdown, network connectivity downtime, power losses, or even intentional disruptions of its

services, such as disruptions caused by software viruses or attacks by unauthorized users, some of

which are beyond the Contract's Creator of the token's control. There can be no assurance that cyber-attacks, such as

distributed denials of service, will not be attempted in the future or that the Contract's Creator of the token's security

measures will be effective. The Contract's Creator of the token may be prone to attacks on its infrastructure intended to

steal information about its technology, financial data or user information or take other actions that

would be damaging to the Contract's Creator of the token and/or holders of the Tokens. Any significant breach of the

Contract's Creator of the token's security measures or other disruptions resulting in a compromise of the usability,

stability, and security of the Contract's Creator of the token's may adversely

affect the, liquidity and/or trading price of the Tokens.

The Contract's Creator of the token may in the future be dependent in part on the location and data centre facilities of

### third parties.

The Contract's Creator of the token's future infrastructure network may be established in whole or in part through servers

which it owns and/or houses at the location facilities of third parties, and/or servers that it rents at

data centre facilities of third parties. If the Contract's Creator of the token is unable to renew its data facility leases on

commercially reasonable terms or at all, the Contract's Creator of the token may be required to transfer its servers to a

new data centre facility, and may incur significant costs and possible service interruption in

connection with the relocation. These facilities are also vulnerable to damage or interruption from,

among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication

### failures.

Additionally, the third-party providers of such facilities may suffer a breach of security as a result of

third-party action, employee error, malfeasance or otherwise, and a third party may obtain

unauthorised access to the data in such servers. The Contract's Creator of the token and the providers of such facilities

may be unable to anticipate these techniques or to implement adequate preventive measures.

General global market and economic conditions may have an adverse impact on the Contract's Creator of the token's

operating performance, results of operations and/or cash flows.

The Contract's Creator of the token could continue to be affected by general global economic and market conditions.

Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the

economy could have a negative effect on the Contract's Creator of the token's business, operations and financial

condition, including decreases in revenue and operating cash flows, and inability to attract future

equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle

economic environment, the Contract's Creator of the token may experience the negative effects of a slowdown in trading

and usage of the Contract's Creator of the token's and may delay or cancel

the development, structuring, licensing and/or launch of the anticipated Token functionality.

Suppliers on which the Contract's Creator of the token relies for servers, bandwidth, location and other services could also

be negatively impacted by economic conditions that, in turn, could have a negative impact on the

Contract's Creator of the token's operations or expenses. There can be no assurance, therefore, that current economic

conditions or worsening economic conditions or a prolonged or recurring recession will not have a

significant, adverse impact on the Contract's Creator of the token's business, financial condition and results of operations,

and hence, the Contract's Creator of the token's and/or the ability to

develop, structure, license and/or launch any Token functionality. Any such circumstances would

then correspondingly negatively impact the , liquidity, and/or trading price of the Tokens.

The Contract's Creator of the token or the Tokens may be affected by newly implemented regulations.

Distributed ledger technologies, businesses and activities as well as cryptocurrencies and

cryptocurrency-related businesses and activities are generally unregulated worldwide, but numerous

regulatory authorities across jurisdictions have been outspoken about considering the

implementation of regulatory regimes which govern distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities. The

Contract's Creator of the token or the Tokens may be affected by newly implemented regulations relating to distributed

ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related

businesses and activities, including having to take measures to comply with such regulations, or

having to deal with queries, notices, requests or enforcement actions by regulatory authorities,

which may come at a substantial cost and may also require substantial modifications to the

Contract's Creator of the token's and/or the anticipated Token functionality.

This may impact the appeal or practicality or functionality of the Contract's Creator of

yet to be developed and/or the anticipated Token functionality for users and result in decreased

usage of and demand for the Contract's Creator of the token's other tokens and the Tokens. Further, should the costs

(financial or otherwise) of complying with such newly implemented regulations exceed a certain

threshold, maintaining the Contract's Creator of the token's and/or

developing, structuring, licensing and/or launching the Token functionality may no longer be

commercially viable, and the Contract's Creator of the token may opt to discontinue the Contract's Creator of the token's other tokens that

is yet to be developed and/or the anticipated Token functionality, and/or the Tokens. Further, it is

difficult to predict how or whether governments or regulatory authorities may implement any

changes to laws and regulations affecting distributed ledger technology and its applications, including

the Contract's Creator of the token's and/or the anticipated Token

functionality, and/or the Tokens.

The Contract's Creator of the token may also have to cease operations in a jurisdiction that makes it illegal to operate in

such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory

approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the , liquidity,

and/or trading price of Tokens will be adversely affected and/or Tokens may cease to be traded.

There may be unanticipated risks arising from the Tokens.

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to

the risks included in the above discussion of risk factors, there are other risks associated with your

purchase, holding, and use of the Tokens, including those that the Contract's Creator of the token cannot anticipate. Such

risks may further appear as unanticipated variations or combinations of the risks discussed above.

### **PRIVACY POLICY**

By purchasing Tokens, you agree to your personal data, (i.e., your e-mail address, name, address and

other details personal to you) being processed by the Contract's Creator of the token for its business purposes or the

purposes of building, promoting, and communicating (about) the Contract's Creator of the token's other tokens that

is yet to be developed and the Tokens. The Contract's Creator of the token agrees to keep your email address and other

personal data private and not share it with the public (e.g., by including it on any external lists or

selling to any third parties).

### DISCLAIMER

The presentation of the Available Information is solely for informational purposes. Anyone interested

in purchasing Tokens and participating in the Token Sale should consider the various risks prior to

making any kind of decision in respect of the Token Sale. The Available Information does not

comprise any advice by the Contract's Creator of the token or by the Contract's Creator of the token Representatives, or any recommendation to

any recipient of the Available Information, by the virtue of any participation in the Token Sale or

otherwise. The Available Information does not necessarily identify, or claim to identify, all the risk factors connected with the Contract's Creator of the token, the Contract's Creator of the token's ,

the Tokens, the Token Sale, any future Token functionality or the Available Information. All the

participants must make their own independent evaluation, after making such investigations as they

consider essential, of the merits of participating in the Token Sale and after taking their own

independent professional advice. Any participant in the Token Sale should check with and rely upon

their own investment, accounting, legal and tax representatives and consultants in respect of such

matters concerning the Contract's Creator of the token, the Contract's Creator of the token's , the

Tokens, the Token Sale, any future Token functionality and the Available Information and to assess

separately the financial risks, consequences and appropriateness of the purchase of Tokens, or if in

any doubt about the facts set out in the Available Information. A purchase of Tokens comprises

considerable risk and might involve extraordinary risks that may lead to a loss of all or a significant

portion of monies or monetary value utilised to acquire Tokens.Participants in the Token Sale are

urged to completely understand, be aware of and accept the characteristics of the Contract's Creator of the token, the

Contract's Creator of the token's, the Tokens, the Token Sale, any future

Token functionality and the Available Information. If you are not prepared to accept any or all of

these Terms or the risks set out in these Terms then YOU ARE URGED NOT TO PARTICIPATE IN THE

TOKEN SALE. No guarantee or assurance is given by the Contract's Creator of the token or by the Contract's Creator of the token Representatives

that the Contract's Creator of the token's proposals, objectives and/or outcomes set out in the Available Information will

be achieved in whole or in part. You are urged to consider whether participation in the Token Sale is

suitable for you having regard to your personal and financial circumstances and your financial

#### resources.

# RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION OF THE AVAILABLE INFORMATION

The distribution or dissemination howsoever of all or any part of the Available Information may be

prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the

case where any such restriction applies, you are responsible for informing yourself in respect of the

same and for observing any such restrictions which are applicable to your possession and/or

dissemination of all or any part of the Available Information at your own expense and without

liability to the Contract's Creator of the token.

Persons to whom a copy of all or any part of the Available Information has been distributed or

disseminated, provided access to or who otherwise have all or any part of the Available Information

in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any

information contained herein for any purpose whatsoever nor permit or cause the same to occur.

### **NO OFFER OF SECURITIES OR REGISTRATION**

This White Paper does not constitute a prospectus or offer document of any sort and is not intended

to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. No

person is bound to enter into any contract or binding legal commitment and no cryptocurrency or

other form of payment is to be accepted on the basis of all or any part of the Available Information.

Any agreement in relation to any sale and purchase of Tokens is to be governed by the terms and

conditions of such agreement and no other document. In the event of any inconsistencies between

the terms and conditions of that agreement and the Available Information, those terms and

### conditions shall prevail.

You are not eligible to purchase any Tokens in the Token Sale if you are a citizen, resident (tax or

otherwise) or green card holder of a Restricted Jurisdiction or you are a Restricted Person. No

regulatory authority has examined or approved of any of the Available Information. No such action

has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The

publication, distribution or dissemination of the Available Information does not imply that the

applicable laws, regulatory requirements or rules have been complied with.

**Privacy Policy** 

Your privacy is important to us. It is BSC BIRDIE Token's policy to respect

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### **Privacy Policy**

Your privacy is important to us. It is BSC BIRDIE Token's policy to respect your privacy and comply

with any applicable law and regulation regarding any personal information we may collect about you,

including across our website, BSC BIRDIE, and other sites we own and operate.

This policy is effective as of 28 September 2021 and was last updated on 28 September 2021.

### **Information We Collect**

Information we collect includes both information you knowingly and actively provide us when using

or participating in any of our services and promotions, and any information automatically sent by

your devices in the course of accessing our products and services.

### Log Data

When you visit our website, our servers may automatically log the standard data provided by your

web browser. It may include your device's Internet Protocol (IP) address, your browser type and

version, the pages you visit, the time and date of your visit, the time spent on each page, other

# details about your visit, and technical details that occur in conjunction with any errors you may

encounter.

Please be aware that while this information may not be personally identifying by itself, it may be

possible to combine it with other data to personally identify individual persons.

### **Personal Information**

We may ask for personal information which may include one or more of the following:

Name

### Email

### **Social media profiles**

**Legitimate Reasons for Processing Your Personal Information** 

We only collect and use your personal information when we have a legitimate reason for doing so. In

which instance, we only collect personal information that is reasonably necessary to provide our

services to you.

### **Collection and Use of Information**

We may collect personal information from you when you do any of the following on our website:

Use a mobile device or web browser to access our content

Contact us via email, social media, or on any similar technologies

### When you mention us on social media

We may collect, hold, use, and disclose information for the following purposes, and personal

information will not be further processed in a manner that is incompatible with these purposes:

Please be aware that we may combine information we collect about you with general information or

research data we receive from other trusted sources.

### **Security of Your Personal Information**

When we collect and process personal information, and while we retain this information, we will

protect it within commercially acceptable means to prevent loss and theft, as well as unauthorized access, disclosure, copying, use, or modification.

Although we will do our best to protect the personal information you provide to us, we advise that

no method of electronic transmission or storage is 100% secure, and no one can guarantee absolute

data security. We will comply with laws applicable to us in respect of any data breach.

You are responsible for selecting any password and its overall security strength, ensuring the security

of your own information within the bounds of our services.

**How Long We Keep Your Personal Information** 

We keep your personal information only for as long as we need to. This time period may depend on

what we are using your information for, in accordance with this privacy policy. If your personal

information is no longer required, we will delete it or make it anonymous by removing all details that

identify you.

However, if necessary, we may retain your personal information for our compliance with a legal,

accounting, or reporting obligation or for archiving purposes in the public interest, scientific, or

historical research purposes or statistical purposes.

**Children's Privacy** 

We do not aim any of our products or services directly at children under the age of 13, and we do not

knowingly collect personal information about children under 13.

**International Transfers of Personal Information** 

The personal information we collect is stored and/or processed where we or our partners, affiliates,

and third-party providers maintain facilities. Please be aware that the locations to which we store,

process, or transfer your personal information may not have the same data protection laws as the

country in which you initially provided the information. If we transfer your personal information to

third parties in other countries: (i) we will perform those transfers in accordance with the

# requirements of applicable law; and (ii) we will protect the transferred personal information in

accordance with this privacy policy.

### Your Rights and Controlling Your Personal Information

You always retain the right to withhold personal information from us, with the understanding that

your experience of our website may be affected. We will not discriminate against you for exercising

any of your rights over your personal information. If you do provide us with personal information you

understand that we will collect, hold, use and disclose it in accordance with this privacy policy. You

retain the right to request details of any personal information we hold about you.

If we receive personal information about you from a third party, we will protect it as set out in this

privacy policy. If you are a third party providing personal information about somebody else, you

represent and warrant that you have such person's consent to provide the personal information to

us.

If you have previously agreed to us using your personal information for direct marketing purposes,

you may change your mind at any time. We will provide you with the ability to unsubscribe from our

email-database or opt out of communications. Please be aware we may need to request specific

information from you to help us confirm your identity.

If you believe that any information we hold about you is inaccurate, out of date, incomplete,

irrelevant, or misleading, please contact us using the details provided in this privacy policy. We will

take reasonable steps to correct any information found to be inaccurate, incomplete, misleading, or

out of date.

If you believe that we have breached a relevant data protection law and wish to make a complaint,

please contact us using the details below and provide us with full details of the alleged breach. We

will promptly investigate your complaint and respond to you, in writing, setting out the outcome of

our investigation and the steps we will take to deal with your complaint. You also have the right to

contact a regulatory body or data protection authority in relation to your complaint.

**Use of Cookies** 

We use "cookies" to collect information about you and your activity across our site. A cookie is a

small piece of data that our website stores on your computer, and accesses each time you visit, so

we can understand how you use our site. This helps us serve you content based on preferences you

have specified.

**Limits of Our Policy** 

Our website may link to external sites that are not operated by us. Please be aware that we have no

control over the content and policies of those sites, and cannot accept responsibility or liability for

their respective privacy practices.

**Changes to This Policy** 

At our discretion, we may change our privacy policy to reflect updates to our business processes,

current acceptable practices, or legislative or regulatory changes. If we decide to change this privacy

policy, we will post the changes here at the same link by which you are accessing this privacy policy.

If required by law, we will get your permission or give you the opportunity to opt in to or opt out of,

as applicable, any new uses of your personal information.

**Contact Us** 

For any questions or concerns regarding your privacy, you may contact us using the following details:

Admin [@] BIRDIEBSC.ONLINE