



TERMS AND CONDITIONS OF PARTICIPATION Token SALE

BIDM Token

BIDIUM (operating on www.bidium.io)

The Terms and Conditions of Participation in the BIDM Token Purchase (hereinafter: Terms) and its Exhibits apply to each person who visits the website and will become a future buyer of BIDM Token. When a person successfully completes a transaction to his/her wallet and obtained BIDM Token during the Pre-Sale, Sale Period or any other moment in time, the following Terms and its future amendments shall apply at all times.

If you have questions regarding these Terms, let us know by e-mail us at: info@bidium.io.

The Purchaser of BIDM Tokens acknowledges and agrees that there are risks associated with purchasing, holding and using BIDM Tokens. And by obtaining BIDM Token, you expressly acknowledge, accept and assume these risks.



MESSAGE FOR USA CITIZENS AND OTHER COUNTRIES THAT RESTRICT THE PURCHASE OF CERTAIN DIGITAL TOKENS

**BIDM TOKEN MAY BE CONSIDERED IN SOME JURISDICTION AS A SECURITY TOKEN.
PURCHASER**

**WARRANTS HE/SHE IS NOT A RESIDENT OR SUBJECTED TO REGULATIONS REGARDING
SECURED TRANSACTIONS IN THE UNITED STATES OF AMERICA, OR
ANY OTHER COUNTRY THAT RESTRICTS THE PURCHASE OF CERTAIN DIGITAL TOKENS.
PURCHASING BIDM TOKEN FROM A LOCATION IN THE ABOVEMENTIONED COUNTRIES MAY
RESULT IN ANNULMENT OF THE TRANSACTION AND PURCHASER MAY BE BANNED
PERMANENTLY OF HIS/HER ACCOUNT AND LOOSING HIS/HER TOKENS, PARTICULARLY
IN THE EVENT HE/SHE PROVIDED FALSE INFORMATION OR DOCUMENTS, OR OTHER
FRAUDULENT CONDUCT.**

**IF YOU ARE CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED
STATES OF AMERICA, THE PEOPLE'S REPUBLIC OF CHINA, OR ANY ENTITY CREATED OR
ORGANIZED IN OR UNDER THE LAWS OF SUCH COUNTRIES, DO NOT PURCHASE, ATTEMPT TO
PURCHASE BIDM TOKEN OR OTHERWISE PARTICIPATE IN THE BIDIUM CROWD SALE.**

**EACH PURCHASER WARRANTS HE/SHE IS NOT: (A) A CITIZEN OF A
GEOGRAPHIC AREA IN WHICH ACCESS TO OR USE OF BIDM TOKEN IS PROHIBITED BY
APPLICABLE LAW, REGULATION AND/OR TREATY (B) THE U.S. DEPARTMENT OF
COMMERCE'S DENIED PERSONS OR ENTITY LIST (C) THE U.S. DEPARTMENT OF
TREASURY'S SPECIALLY DESIGNATED NATIONALS OR BLOCKED PERSONS LISTS (D) OR
THE U.S. DEPARTMENT OF STATE'S DEBARRED PARTIES LIST.**



PURCHASER AGREES THAT IF YOUR COUNTRY OF RESIDENCE OR OTHER CIRCUMSTANCES CHANGES, AND THAT MAY AFFECT THE LEGAL STATUS OF HOLDING OR TRADING BIDM TOKEN TO AN EXTENT THAT THE ABOVEMENTIONED REPRESENTATIONS ARE NO LONGER ACCURATE, PURCHASER WILL IMMEDIATELY STOP USING BIDM TOKENS.

2. Representations and Warranties of the Purchaser

By purchasing BIDM Tokens, Purchaser represents and warrants that he/she has read and understood these Terms, its future amendments and all Exhibits.

Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other characteristics of cryptographic Tokens, wallets, blockchain technology, in order to fully understand these Terms and the risks involved in buying BIDM Tokens.

With regards to cryptographic tokens in general, and BIDM Tokens specifically, Purchaser represents and warrants he/she obtained enough information to make an informed decision on buying BIDM Tokens.

Purchaser warrants that the acquisition of BIDM Tokens shall fully comply with all the applicable laws and regulations in any jurisdiction in which Purchaser may be subject to.

If Purchaser acquires BIDM Tokens on behalf of an entity or person, Purchaser represents and warrants he/she is authorized to accept these Terms and enter into a binding agreement with Bidium on this person's behalf.

Purchaser represents he/she is an individual, and at least 18 years of age, and has sufficient legal capacity to accept these Terms and to enter into a binding agreement with Bidium on the terms set out herein.



Purchaser represents that the funds Purchaser uses to purchase BIDM Tokens are not from or related to any unlawful activities and that Purchaser complies with all anti-money laundering and counter-terrorism financing legislation.

3. Nature of BIDM Token

Under the laws of certain jurisdictions a Token such as BIDM Token may be defined as a regulated token and as a consequence its purchase has to comply with securities and other regulations. However, protections offered by the applicable law do not apply to the purchase of BIDM Token.

BIDM Tokens cannot grant any influence or voting rights over Bidium, other than holding, receiving or acquiring BIDM Token as a Token. For avoidance of doubt, BIDM Tokens: a) do not provide Purchaser with rights of any form with respect to Bidium.io or its revenues, assets or financial and legal rights; b) are not a loan to Bidium.io; and c) do not provide Purchaser with any ownership or other interest in Bidium.io.

The nature of the BIDM Token was first announced and explained in the Whitepaper on Bidium.io, which is hereby incorporated by reference. However, the Whitepaper is solely a document in which a non-binding offer is made, and does not constitute an unconditional offer to buy BIDM Token. Purchaser represents to having read and understood the Whitepaper and its contents.

Each purchaser is fully aware that BIDM Token should not be considered an instrument of financial speculation or investment, whatsoever. That is to say, BIDM Token does not represent a profit on future resale, nor has it been designed for investment or speculation purposes.



4. Representations and Warranties of Bidium.io

Bidium, its affiliates or business partners, shall use reasonable endeavors to use the resources from the Token sales to advance its development. The Purchaser acknowledges hereby that we cannot assume liability for any loss or damage as a result from the incapacity to use BIDM Token.

5. Scope of Terms and latest version

Any potential future use of BIDM Token in connection with the provision or receipt of certain services will be governed primarily by other applicable terms and policies.

6. Purchase

Your purchase of BIDM Token during the pre-sale and sale period is irreversible, and we do not accept refunds or cancellations and Purchaser will not receive money or other compensation for any BIDM Tokens purchased.

We reserve the right to refuse or cancel the purchase of BIDM Token at any time and suspend or permanently abort the Token sale, and at our sole discretion or on behalf of a request of a governmental authority the possessions and use of Tokens. In the event of a cancelled transaction, the exact number of Ethereum or other crypto currency with which BIDM Tokens was initially bought will be returned to Purchaser.



7. Acknowledgment and Assumption of Risks

A. Security

BIDM Tokens may be subject to expropriation and/or theft. Malicious groups may attempt to interfere with the BIDM Token or its sale in a variety of ways.

Purchaser or the person, who conducts the transaction, is responsible for implementing all necessary measures for securing his/her online or cold wallet or any other storage technique or mechanism he/she uses to store BIDM Token.

Losing private key(s) or other info and data necessary to access your BIDM Token, these Tokens may be lost permanently.

Bidium is not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of BIDM Token or obligation to recover any BIDM Token and we hereby exclude any and all liability for future security breaches or any other circumstance which could result in Purchaser's loss of BIDM Token or its access.

B. Personal Information

Bidium may decide, and without prior notice, to undertake investigation and due diligence as to Purchaser's identity. Moreover, Bidium may request information, that Purchaser has to provide promptly on our request and can transfer BIDM Token until the results of this investigation and due diligence or issuance of requested information by Purchaser has been provided.

C. Taxes



The purchase price for BIDM Token is always excluding taxes of any kind. And Purchaser is solely responsible which national taxes apply to the purchase or profits of BIDM Token. For that purpose, Purchaser is fully responsible to report or pay the correct amount of taxes to the competent tax authority. The purchase of BIDM Token shall be made in full compliance by Purchaser with any applicable tax obligations, and Bidium is never responsible for withholding, collecting, reporting or paying any sort of tax from the purchase or possible profits from BIDM Token.

D. Changes to the BIDIUM platform

The Bidium platform and functionalities are still under development and may undergo significant changes with time. Bidium intends for the BIDIUM platform to have the features set forth in the WhitePaper, but Bidium may make changes to such features for any reason, which may not meet Purchaser's expectations.

E. Project Completion and Lack of Interest

The development of the BIDIUM platform may be abandoned for a number of reasons, including, without limitation, lack of interest from the public, lack of funding or commercial success. There is no assurance that, once the BIDIUM platform is completed, there will be sufficient interest or participation therein.

F. Risk of Government Action

There is a risk that Bidium and its operations may be subject to government scrutiny or that the government may pursue enforcement actions against Bidium. Such actions may or may not result in a material adverse effect on the BIDM Token and/or the development of the BIDM platform.



8. DISCLAIMERS

A. INDEMNIFICATION

Purchaser will indemnify, defend and hold harmless Bidium and our respective past, present and future employees, directors, contractors, legal consultants, service providers, parent companies, subsidiaries, affiliates, representatives, predecessors and successors, from and against any and all actions, proceedings, claims, damages, losses, demands and actions, arising from or relating to: a) Purchaser's purchase or use of BIDM Tokens; b) Purchaser's responsibilities or obligations under this Agreement; c) Purchaser's breach of this Agreement; d) any inaccuracy in any representation or warranty of Purchaser; e) Purchaser's violation of any rights of any other person or entity; and/or f) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.

This indemnity is in addition to, and not in lieu of any other indemnity agreements between Purchaser and Bidium as set forth in a new written agreement.

B. LEGAL DISCLAIMER

Except as otherwise and explicitly specified in written, BIDM Tokens are "as is" and "as available", without any representations, promises, guarantees or warranties, whatsoever of any kind and Purchaser shall only rely on its own examination and investigation thereof. Purchaser agrees that it is purchasing BIDM Tokens at its own risk.

Bidium does not represent or warrant that the BIDM Token are fully reliable, error-free, shall meet your requirements or expectations. Bidium expressly disclaims any representations or warranties of title, non-infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to the workmanship of technical coding thereof, or the absence of any defect therein. Bidium cannot repair or correct any defects in its distribution and maintenance or warrant and represent that the delivery and maintenance mechanism for BIDM Token are



fully free of viruses or other harmful components. Bidium does not make and expressly disclaims all representations and warranties, express, implied or statutory.

C. LIMITATION OF LIABILITY

Under no circumstances will Bidium or all its affiliates, including but not limited to officers, directors, , employees and suppliers be liable for any direct, indirect, incidental, consequential, loss of any kind related to the sale or use of BIDM Token, regardless of the cause of action, whether based in contract, tort, negligence or any other legal or equitable basis. To the fullest extent permitted by applicable law, Purchaser releases Bidium.io and its related parties above from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown, arising out of or related to disputes between Purchaser and the acts or omissions of third parties. Further, Purchaser understands and agrees that Bidium.io shall not be liable and disclaims all liability to Purchaser in connection with any force majeure event.

Under no circumstances will the aggregate liability of Bidium exceed the amount Purchaser has paid for the acquisition of BIDM Token.

9. Governing Law and Jurisdiction

This contract is governed by the laws of Gibraltar and the competent court in that Country is competent to hear any claim that may arise out of the collaboration between Bidium and Purchaser.



10. Miscellaneous

If any provision of this agreement is held unlawful, void or unenforceable, then that provision will be severable from these Terms, meaning that it will not affect the validity or enforceability of any remaining part of these Terms or subsequent agreements between parties in the future.

These Terms constitute the entire agreement between Purchaser and Bidium. Any changes to these Terms, will posted on Bidium.io and its legal section. In accordance with this agreement, the amended Terms will be effective immediately.

In the event Bidium fails to exercise or enforce any right or provision in these Terms, this will not be considered as a waiver of such right or provision. We will not be liable for any delay or failure to perform from a cause beyond our control.

This Agreement, including its exhibits and materials incorporated herein by references, constitute the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Bidium.io may modify this Agreement at any time by posting a revised version on bidium.io. The modified terms will become effective upon posting. It is Purchaser's responsibility to check the aforementioned website regularly for modifications to this Agreement.

This Agreement will terminate upon the completion of all sales in the BIDM Token sale.

Bidium.io reserve the right terminate this Agreement, in its sole discretion, in the event that Purchaser is in breach of the Agreement. Upon termination, all of Purchaser's rights hereunder shall immediately terminate and Purchaser shall not be entitled to a refund of any amounts paid.

Purchaser agrees and acknowledges that all agreements, notices and other communications that Bidium.io provides Purchaser pursuant to this Agreement or in connection with the BIDM Token sale, may be provided to Purchaser in electronic form.



11. List of current and future potential risks of buying BIDM Token

Purchaser expressly acknowledges the following risks are involved by purchasing, holding and using BIDM Token.

- Losing access to BIDM Token due to loss of private key(s);
- Risks connected with the functioning and unfavorable fluctuation of the Ethereum protocol or alternative networks;
- Mining or related attacks;
- Risk of hacking attacks and other unanticipated security weaknesses;
- Uninsured losses;
- Uncertain regulations and governmental enforcement actions, including taxation;
- Insufficient interest and traction in the platform and its distributed applications;
- The development and maintenance of Bidium's platform;
- The risk of dissolution of the Bidium platform and related activities in the future;
- Any other unanticipated risk in connection with the future development of crypto currency and other software techniques that can affect BIDM Token.