

TERMS AND CONDITIONS

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1. Definitions

- 1.1. You: individual/s or entity/s that are entering or using the Webpage. In addition, this term also will refer to individual/s or entity/s that buy the BKN through the Payment App. The difference between these two concepts will be determined due to the context and content of these T&C. For the avoidance of doubt, no matter if You act in your name as a natural person or if You do it on behalf of an organization, You will be referred to in these T&C as You.
- 1.2. Payment App: the application created by Brickken to which You will have access through the Webpage and where, if You decide it, will be able to buy BKN.
- 1.3. Smart Contract/s: self-executing contract encoded directly as lines of code, which it automatically executes when predetermined conditions are met.
- 1.4. dApp: the decentralized application created by Brickken that runs on a decentralized network and operates autonomously, in which You will have access also through the Webpage.
- 1.5. BKN: ethereum-based ERC-20 utility token that You can purchase in the Payment App, which enables the token factory within the dApp to function and deploy all relevant functionalities. For the avoidance of doubt, as the BKN is a utility token, it does not give any rights, dividends, interests, shares, representation rights or/and any right to participate in any shareholder meeting of Brickken.
- 1.6. Webpage: is the page created by Brickken that contains direct access to the Payment App and has several features.
- 1.7. Know Your Client (KYC): process that will be used by Brickken in order to verify Your identity. In practice, the purpose of the KYC is to prevent money laundering and other financial crimes, and to ensure that You comply with the relevant regulatory requirements.

2. ¿Who We are?

- 2.1. We are Brick Token, S.L. (hereinafter, "**Brickken**" or "**We**") a Spanish limited company with its registered office at Llacuna Street, number 162, module 308 (Barcelona), 08018.
- 2.2. We are a company duly registered in the Mercantile Registry of Barcelona, Spain, with VAT number B67557603.
- 2.3. In this sense, we want to inform You that We are the developers of the Webpage, the BKN and the Payment App that You are using.

3. Purpose

- 3.1. The purpose of this Terms and Conditions ("**T&C**") is to govern the relationship between You and Brickken, as well as to establish the main guidelines that You will have to follow when You use the Webpage and the Payment App.
- 3.2. Brickken recommends that if You may not properly understand the content of these T&C, You obtain an independent advisor in this regard.

- 3.3. In addition, if You may believe that You do not have the sufficient ability to accept or understand the risks and/or disclaimers stated and/or associated with these T&C, please do not purchase BKN.

4. Public Sale of the BKN

- 4.1. The first public sale (“**1st Public Sale**”) will start in March 2023 and will allocate a total of eight million (8.000.000) BKN at a price of zero point eleven (0.11) USD representing a discount of thirty-one point two five percent (31.25%) for those investors who want to participate in it.
- 4.2. The 1st Public Sale’s vesting period will last eighteen (18) months after BKN’s listing date. The distribution’s structure will consist of a linear dripping by which zero point one nine five percent (0.195%) of the tokens purchased are released per day until the tokens acquired have been fully released (c.540 days).
- 4.3. The second public sale (the “**2nd Public Sale**”) will start in April 2023. It will have an allocation of eight million (8.000.000) BKN at a price of zero point thirteen (0.13) USD representing a discount of Eighteen point seven five percent (18.75%) for those investors who want to participate in it.
- 4.4. The 2nd Public Sale’s vesting period will last twelve (12) months after BKN’s listing date. The distribution’s structure will consist of a ten per cent (10%) on TGE+3 days and a linear dripping starting at the second month by which zero point thirty per cent (0.30%) of the tokens purchased are released per day until the tokens acquired have been fully released (c.330 days).

5. “AS IS” Basis

- 5.1. The Webpage, the BKN and the Payment App are provided on an “AS IS” basis. Therefore, Brickken expressly disclaims any warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to suitability, completeness, behavior, accuracy, merchantability and/or fitness for a particular purpose.

6. KYC Procedure

- 6.1. When purchasing BKN, You shall undertake a KYC through the Payment App. It is of utmost importance that the information that You provide when doing a KYC is at all times truthful and actualized.
- 6.2. Consequently, if the necessary KYC process is not duly conducted and/or completed, Brickken will not be able to sell in your favor the relevant BKN.
- 6.3. On the basis of the above, Brickken informs You that CB Information Services, Inc. has been placed in the Payment App with the aim to facilitate and streamline the process of the KYC verification that You will undertake.
- 6.4. In the event of Your non-compliance with the obligations outlined above, Brickken shall be entitled to seek compensation from You, and shall not be held liable for any direct, indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, incurred directly or indirectly, or loss of data, use, goodwill, or other intangible losses, that You may have caused to Brickken and/or third parties.

7. Acknowledgments and Undertakings

7.1. When You use the BKN, the Webpage and/or the Payment App, You hereby agree that:

- a. You shall not reproduce, modify, prepare derivative works, distribute, license or exploit in any way the Webpage, the Payment App, the Smart Contract/s, etc. when it is not expressly permitted by Brickken;
- b. You will not decompile or reverse engineer the BKN, the Webpage, the Payment App, the Smart Contract/s, etc.;
- c. You will not deploy or launch any type of program to carry out any action related to data prospecting or actions tending to damage the operation and functionality of the BKN, the Webpage, the Payment App and the Smart Contract/s;
- d. You will not withdraw, modify or any similar action tending to alter Brickken's copyright on its trademark, the BKN, the Webpage, the Payment App and the Smart Contract;
- e. You will not use the BKN, the Webpage the Payment App for unlawful, unauthorized and/or illegal purposes;
- f. You will not damage, disable, overburden, impair or harm any server, network, system or resource of Brickken, the BKN, its Webpage, the Payment App and the Smart Contracts used by Brickken;
- g. You will not use the Webpage and the Payment App to transmit malware, viruses or similar programs or to publish or disseminate content of an offensive, racist, degrading or pornographic nature that could cause annoyance to people;
- h. You will not obstruct the access of other users to the Webpage and/or the Payment App;
- i. You will not use the BKN and/or the Payment App with the aim to undertake money laundering actions no matter if they are due to your negligent or willful misconducts;
- j. You will not use the Webpage and/or the Payment App with the intention of damaging other users of the Webpage, the Payment App and/or Brickken. For instance, trying to access the accounts of other users or restricted areas of Brickken's computer systems;
- k. You will not register on the Webpage or the Payment App with a false identity, or access and/or use the Payment App with less than eighteen (18) years old;
- l. You will not break the security measures established by Brickken;
- m. You will not carry out actions aimed at saturating the program, damaging the proper functioning of the BKN, the Webpage, the Payment App and Smart Contract/s;
- n. You will not use the BKN as a speculative investment;

- o. You will not violate any applicable local, state, national or international law or the content of these T&C's.
- 7.2. In the event, You carry out any of the actions described above, Brickken reserves the right to adopt the measures provided by law and that it deems appropriate, such as blocking your access to the Payment App and initiating a judicial procedure to restore the infringement right and/or bring it to the attention of the competent public administrative body.

8. Disclaimer of Warranties and Limitation of Liability

- 8.1. Brickken makes no warranty that the Webpage, the Payment App, the BKN and the Smart Contract/s will not be uninterrupted error free. In addition, Brickken to the maximum extent permitted by applicable law, will not be responsible for damages resulting from:
 - a. The information that You have provided through the Payment App;
 - b. Your use of the Webpage, the Payment App an/or BKN, etc.;
 - c. Any deficiencies in the service provided by the server, or the communications networks, or problems arising from the malfunction or use of non-optimized versions of browsers;
 - d. Interferences, omissions, interruptions, computer viruses, breakdowns and/or disconnections in the operative functioning of the electronic system or of the devices and computer equipment;
 - e. Delays or blockages in the use caused by deficiencies or overloads of the Internet or blockchain;
 - f. The access by minors to the contents of the Payment App;
 - g. Attacks from hackers or other malicious groups or organizations that may attempt to interfere with the BKN, Smart Contract/s, wallets, the Webpage, and the Payment App in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, sybil attacks, smurfing, spoofing, etc.;
 - h. Unintentional bugs or weaknesses which may negatively affect the BKN, the Webpage and/or the Payment App;
 - i. Damages derived from the malfunctioning of internet access or network providers, grounds of Force Majeure or any other unexpected contingencies;
 - j. Failures or incidences that could take place in the communications, erasure or incomplete transmissions so that it is not guaranteed that the Webpage, the BKN and/or the Payment App are constantly operative;
 - k. Delays or blockages in the use caused by deficiencies or overloading of the Internet or other electronic systems that may be caused by third parties through illegitimate interference;
 - l. The fluctuations of the market value, the transferability, liquidity, and availability of the BKN;

- m. The conditions, characteristics, features, value, etc. that such BKN that are not bought through the Payment App;
 - n. The loss and/or any situation making it impossible to access the BKN; and
 - o. The industry in which Brickken operates is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There is always a possibility that governmental authorities will examine the operations of Brickken and/or pursue enforcement actions against Brickken. Such governmental activities may or may not be the result of targeting Brickken in particular. Although Brickken is undertaking maximum efforts to comply with all existing regulations, due to multiple uncertainties and frequent changes in the rapidly evolving market of cryptographic tokens, digital assets, and blockchain technology, Brickken still may become subject to judgments, settlements, fines, or penalties, or may have to restructure its operations and activities or to cease offering certain products or services, all of which could harm Brickken's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the SmartContract/s, the BKN and the Payment App.
- 8.2. On the basis of the above, to the legal extent possible, You hereby agree to hold Brickken harmless from and against any losses, damages, fines and expenses arising out of or relating to any claims due to the above situations.

9. Intellectual Property Rights and Trademark

- 9.1. The intellectual and industrial property rights refer to any and all rights that may be provided to trademarks, inventions, useful models, designs, software, know-how, design, techniques, processes, computer programs (including source codes), registered or not, including applications for registration, rights to technical documentation, methodologies, business model, the Webpage, the Payment App, the Smart Contract/s, the wBKN, the BKN, the dApp and its features, trade and industrial secrets, know-how and also copyrights, and other objects of intellectual property (hereinafter "**Intellectual Property Rights**").
- 9.2. Based on the above, the Property Rights shall remain at all times in Brickken's property. In this sense, You hereby agree that the use of the Payment App and any other features do not imply any acquisition of any Intellectual Property Rights.
- 9.3. In addition, You hereby understand that Brickken is a trademark registered in the Trademark Registration Office of the European Union. Therefore, it is expressly forbidden any use of such trademark or domain by third parties, as well as copy, transmit, modify or delete the information, content or warnings of the Payment App.

10. Compliance

- 10.1. When purchasing BKN and using the Payment App You hereby agree to comply with all applicable laws, including but not limited to anti-corruption laws and regulations, and applicable laws dealing with bribery, extortion and kickbacks.

11. Force Majeure

- 11.1. Brickken shall not be liable for any failure to perform, in whole or in part, the content of this T&C due to an act of God or force majeure; acts of war, hostility or sabotage; pandemics; epidemics; interruption of telecommunications, Internet or electricity services; governmental restrictions; or any other event beyond Brickken's reasonable control ("**Force Majeure Event**").
- 11.2. As a general rule, Force Majeure and events arising therefrom will not cause the termination of the T&C, unless such situation lasts more than thirty (30) days. If this period elapses and Brickken deems it necessary, it will be able to terminate the T&C.

12. No Professional Advice

- 12.1. All information provided by Brickken in your favor is for informational purposes only, and should not be construed as professional advice.
- 12.2. Therefore, We recommend that before you make any financial, legal, or other decisions involving or/and arising from the information that it appears in Webpage and/or the Payment App, Brickken strongly advises that You seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

13. Duration

- 13.1. Brickken may terminate the relationship formalized with You when it detects an unauthorized or supposedly unauthorized use of the BKN, the Webpage and the Payment App, If Brickken exercises this power, it shall not assume any obligation and/or liability against You.

14. Customer Support

- 14.1. In the event, that You may have any doubt, query or comment regarding these T&C and/or the access, use, features, etc. regarding the BKN, the Webpage and the Payment App please contact Brickken to the following address email: support@brickken.com.

15. Applicable law and Jurisdiction

- 15.1. The present T&C shall be governed by and construed in accordance with Spanish law, except for any matters that may be governed by mandatory provisions of law.
- 15.2. In addition, any disputes arising out of or in connection with the T&C shall be exclusively submitted to the jurisdiction of the courts of Barcelona, Spain.

16. Miscellaneous

16.1. Assignment

Brickken shall be entitled to assign its contractual position to another company.

16.2. Severability

Should any of the provisions of these T&C be declared void, invalid or unenforceable, such declaration shall not affect the remaining provisions of them.

16.3. Amendments

For your information, Brickken with this T&C has actualized its previous ones that You can find in https://publicsale.brickken.rocks/static/media/Terms_Conditions_BKN_signed.8e401df0.pdf.

In addition, Brickken informs You that it may change these T&C from time to time. Therefore, Brickken encourages You to check these T&C regularly. In this sense, when You use the Webpage and the Payment App, You agree to be bound by any such modifications to these T&C.

February 2nd, 2023