

Bookmap OÜ Crowdfunding Terms and Conditions

Last updated: 03 December 2018

These Terms constitute a legally binding agreement between the User and Bookmap. Please carefully read this Terms and Conditions for ICO Participation before participating in Bookmap ICO by purchasing for Bookmap tokens and/or using Bookmap Platform. You agree to the terms and conditions herein by clicking “accept the Terms” on Website or purchasing/buying the Tokens. In addition to these Terms, each User is obliged to comply with the technical rules associated with the relevant smart contract.

1. INTERPRETATION AND DEFINITIONS

1.1 **Account** - an account required to set up by the Participant on the Website in order to participate in the Bookmap Token ICO.

1.2 **Airdrop** - free distribution of cryptographic utility tokens to its community members for certain actions listed in the Bookmap airdrop campaign description.

1.3 **Appendices** - all documents regulating the Tokens and the subscription and sale thereof (excluding these Terms but including the Whitepaper and other operating rules, policies and procedures) that are published on the Website and form inalienable part of the Terms.

1.4 **Blockchain** - type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

1.5 **BKM** - cryptographic utility tokens, which will be created by Bookmap smart contracts

1.6 **Bookmap, the Company, we, us and our** – Bookmap OÜ, an Estonian limited liability company registered under registry code 14432016.

1.7 **Closed Token Pre-sale** – sale of BKM tokens to institutional investors and for Users by a personal invitation from Bookmap.

1.8 **Crowdfunding** - the crowdfunding process described in section 4 by which Bookmap will hold a sale of the Tokens for the development of Bookmap Ecosystem Platform and infrastructure.

1.9 **ETH** - Ethereum, an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

1.10 **Force Majeure Event** - an event or a series of related events that is outside the reasonable control of the party affected (including failures of or problems with the Internet or a part of the Internet, hacker attacks, virus or other malicious software attacks, Ethereum network failures, power failures, industrial disputes affecting any third party, changes to Laws, changes in interest rates or other monetary conditions, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

1.11 **ICO** - initial coin offering arranged by Bookmap OÜ for selling the Tokens.

1.12 **Laws** - laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees of any Government Authority including amendments thereto.

1.13 **Tokens** – ERC223 standard Ethereum token issued during the ICO by Bookmap and giving to their holders the rights specified in these Terms. References to Tokens are also deemed to be references to both full and fractional Tokens, unless expressly otherwise stated or evident from the context.

1.14 **User, you and your** – anyone who uses the Website as the holder or purchaser of Tokens or otherwise acquires Tokens at any time.

1.15 **Website** - means <https://ico.bookmap.eu> maintained and operated by the Company.

2. GENERAL INFORMATION

2.1 These terms constitute a legally binding agreement between User, on the one part, and the Company, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2 This Agreement defines basic mutual rights and obligations of the Company and the User, either registered or just visiting certain pages of the Website, during their use of

the Website, including but without limitation, for the purpose of purchasing for the BKM Tokens.

2.3 This Agreement sets out the terms and conditions for participation in the Closed Presale, ICO and usage of BKM.

3. BOOKMAP ECOSYSTEM PLATFORM

3.1 Bookmap is an online ecosystem platform using Ethereum and Hyperledger blockchain technologies, which serves as an aggregator for searching, booking and payments of car services and combines all service providers in the field.

3.2 The main task of the Platform is to provide the car owners with a complete list of car services in each region or district of the city, accompanying information with ratings, reviews, cost of services, as well as the schedule of car service with indication of free time in the schedule or to get the confirmation for the service request by car owner.

3.3 Users of the Platform will be able to see the nearest car service on the map, book the necessary services online and choose the right time for the provision of services. This will help to save time and resources.

3.4 History of all car maintenances that will be booked via Bookmap Ecosystem Platform will be saved to Blockchain.

3.5 Bookmap will operate on Ethereum blockchain smart contracts and will introduce new cryptographic utility tokens called a “BKM”.

3.6 BKM tokens will be used inside Bookmap Ecosystem Platform as exchange tool for getting different services from Bookmap partners.

The Tokens bestow on its holder's special product benefits including increased rewards depending on user activity. BKM tokens are not stocks, securities or their equivalent and therefore do not create the right of ownership or disposal of Bookmap or its assets. BKM token-holders do not exert any influence over the decision making of the company or its activities.

4. TOKENS AND THE RIGHTS OF TOKEN HOLDERS

4.1 The amounts received from holders of the Tokens will be directed to Bookmap for the development of the Bookmap Ecosystem Platform.

The Tokens will be distributed in direct proportion to the amount paid by the participants during the ICO in accordance with the Terms and Conditions.

4.2 BKM Tokens are available for purchasing by special price only during the period of the Closed Pre-sale and ICO set out herein.

4.3 During the whole ICO including and Closed Pre-sale period, the Company releases limited amount - **270,508,475** of BKM tokens. Of the total amount **59% (159,600,000)** will be sold during the ICO and Closed Pre-sale. The price of one BKM token during the ICO is 0.1 EUR. Depending on the period of the Token offering, Users will receive different amount of bonuses prescribed below in the Table nr. 1.

Phase	Price (EUR/Token)	Maximum amount of Tokens distributed	Token Bonus	Maximum amount of distributed and bonus Tokens
Closed Presale	0.1	10,000,000	40% (for institutional investors by personal agreement)	19,200,000
ICO week 1	0.1		25% (1st day 30%)	140,400,000
ICO week 2	0.1		20%	
ICO week 3	0.1		15%	
ICO week 4	0.1		7%	
ICO week 5	0.1		0%	
Bounties	N/A	4,828,390	N/A	5,410,169
Advisory board	N/A	19,313,559	N/A	21,640,678

Founders, Team	N/A	36,212,924	N/A	40,576,271
Reserved	N/A	33,798,729	N/A	37,871,186
Airdrop	N/A	4,828,390	N/A	5,410,169
			Total Max:	270,508,475

Table nr. 1: Token and bonus distribution

4.4 The minimum number of the BKM Tokens allowed for purchasing during ICO by one User is equivalent to EUR 50 and the maximum number is equivalent to EUR 50,000. In case the user intends to exceed the maximum number he/she has to contact the Company for an individual agreement.

4.5 BKM tokens allow User to buy car services on the Bookmap Ecosystem Platform.

4.6 Bookmap has the right to assign the Tokens which are not subscribed during the Closed Pre-sale and under the conditions that are suitable for Bookmap. Tokens that have not been assigned or subscribed by the end of the ICO will be burned.

4.7 The holders of Tokens will not have any influence in the development or governance of Bookmap. The Tokens do not carry any information, reporting, inspection or similar rights.

4.8 The funds raised from the Crowdfunding will be applied towards the marketing and development of Bookmap Ecosystem Platform.

4.9 Bookmap has the right to specify and amend the rights related to the Tokens prior to the ICO.

5. OFFERING

5.1 Before the ICO, the Closed Pre-sale takes place. You may subscribe to the Tokens during the Closed Pre-sale if you are invited by Bookmap. The minimum amount that

can be contributed by a User during the Closed Pre-sale is EUR 100. Tokens gotten during the Closed Pre-sale will be issued to you one week before the ICO.

5.2 The time when the Closed Pre-sale will take place will be published at the Website. During the Closed Pre-sale, EUR 1,200,000 worth of Tokens will be offered for purchasing by the Users. The Token price is EUR 0.1 per Token. During the Closed Pre-sale, you will receive the right to bonus Tokens in the amount equal to 40% of Tokens for which you made the payments. Bonuses for institutional investors might be personally agreed.

5.3 The time when the ICO will take place will be published at the Website. The exact terms of the ICO may be added to these Terms prior to the ICO. You may buy the Tokens from Bookmap during the ICO announced on the Website or purchase from holders of Tokens on secondary market once the Tokens become available for trade at the secondary market.

5.4 Bookmap reserves the right to change the starting and closing time of the ICO in its absolute discretion. Any such changes will be published on the Website.

5.5 You can get the Tokens paying also with crypto currencies via <https://www.coinpayments.net/> platform and wire transfer. You must create an Ethereum wallet in order to receive the Tokens and provide an address to Bookmap. You may need to provide KYC/AML and other relevant customer due diligence information and documents according to the AML policy of the Company prior to receiving the Tokens.

5.6 The Company reserves the right to refuse or cancel Token purchasing requests at any time in our sole discretion.

5.7 The Company has the right to restrict or cancel your right to use the Website and refuse to perform its duties or obligations under the Terms or any other agreement if it becomes evident that:

5.7.1 you are in a breach of the Terms;

5.7.2 the maximum amount of the Tokens issued in one phase is booked; or

5.7.3 you have given to us or other Users false, misleading and/or inaccurate information.

5.8 The exchange rate for ETH, bitcoins, and US dollars is the exchange rate published in the Website and updated based on market data.

5.9 You consent that if the Company does not reach the Soft Cap by the end of the ICO (the lower limit of 1 200 000 EUR) you have the right, within 16 days, to demand compensation for the expenses for the Tokens you bore during the ICO. After announcing the failure of ICO, you may send a request to the following e-mail address: ico@bookmap.eu. All the relevant information will be available on the ico.bookmap.eu website and will be also sent to the e-mail of each participant to the ICO provided during subscription.

6. REPRESENTATIONS AND WARRANTIES

6.1 You represent and warrant to Bookmap that each of the following statements is true and correct:

6.1.1 you have read and understand these Terms;

6.1.2 you are not citizen or resident of Afghanistan, Burundi, Belarus, Canada, Central African Republic, Congo, China, Ethiopia, Guinea, Guinea-Bissau, Iraq, Iran, Democratic People's Republic of Korea, Lebanon, Sri Lanka, Libya, Serbia, Singapore, Sudan, Somalia, South Sudan, Syrian Arab Republic, Thailand, Tunisia, Trinidad and Tobago, Uganda, Ukraine, United States, Venezuela, Yemen, Zimbabwe.

6.1.3 you are not prohibited from subscribing, buying or receiving Tokens as per the laws of your country of citizenship or residence;

6.1.4 you have sought proper legal advice and confirm that your subscription or purchasing the Tokens does not constitute a breach of applicable laws by yourself or Bookmap;

6.1.5 you have legal capacity (at least 18 years of age) to enter into these Terms, meet all other eligibility requirements, and are fully able and legally competent to subscribe,

purchase and acquire the Tokens, use the Website and enter into agreements with Bookmap and Users, and in doing so will not violate any applicable law or any other agreement to which you are a party;

6.1.6 if you are subscribing or purchasing the Tokens on behalf of an entity, you are authorized to accept these Terms on such entity's behalf and bind such entity, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity;

6.1.7 you have sufficient understanding of technical, financial and business matters, cryptographic tokens, smart contract functionality, token storage mechanisms (including wallets), and blockchain technology to understand these Terms and to appreciate and assume the risks and implications of subscribing or purchasing the Tokens;

6.1.8 you have obtained sufficient information about the Tokens and rights related thereto, as well as Bookmap to make an informed decision to subscribe or purchase the Tokens;

6.1.9 you understand that the Tokens only grant you the rights outlined in these Terms, and no other rights with respect to Bookmap, including any ownership, redemption, liquidation, proprietary (including intellectual property), or other financial or legal rights;

6.1.10 you understand that Tokens do not have any underline value after the ICO and the price of Tokens is subject to fluctuations which Bookmap is unable to control;

6.1.11 you understand that you are solely responsible for determining whether the acquisition of BKM is appropriate for you;

6.1.12 you understand that you may not be able to sell or otherwise transfer Tokens due to potential lack of liquidity, including that Tokens may never become available for trade on secondary market (exchange) and/or that there may not be buyers who would be interested in acquiring the Tokens from you;

6.1.13 the funds used for purchasing the Tokens do not have criminal, otherwise illegal or unethical origin or source, and no transaction involving the Tokens is made to facilitate any criminal, otherwise illegal or unethical activity;

6.1.14 you understand that you are not acting for the purpose of speculative investment;

6.1.15 you understand that you are responsible for determining which taxes or additional fees apply to your subscription or purchasing the Tokens (if any);

6.1.16 you will submit only true information to us, as well as to the other Users. You will immediately inform us of changes in your submitted data;

6.1.17 you will keep the tools required for logging in the Website, including passwords and usernames in such a manner that third parties do not gain possession thereof. You will immediately inform us of the fact that third parties have gained possession of the data and tools.

7. RISKS

7.1 You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the ICO. Participating in the ICO will be deemed as you having accepted all the risks outlined in this Agreement including a failure to create or maintain the Platform.

7.2 Bookmap shall not be responsible for any losses User may have face at this stage or any time later.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Bookmap and the subsidiaries retain all right, title, and interest in all of their intellectual property, including inventions, ideas, concepts, software and brands, whether or not patentable, copyrightable or protectable by trademark. You may not use any such intellectual property without our prior written consent.

9. LIABILITY AND INDEMNIFICATION

9.1 It is your responsibility to determine if you can legally participate in the Closed Pre-sale or the ICO, make payments to Bookmap, and receive and hold Tokens in your jurisdiction. Bookmap will not be held liable in case of your failure to meet this condition.

9.2 To the maximum extent permitted by applicable law, the User shall compensate Bookmap (as well as any subsidiary, director, officer, employee or other affiliate of Bookmap) for i) all damages suffered thereby in connection with any breach of a representation, warranty or obligation of the User under these Terms; and ii) costs and expenses, including attorneys' fees, incurred in connection with reviewing and responding to subpoenas, legal orders and queries of public authorities concerning the User. Such damages to be compensated shall include costs and expenses incurred due to third party claims (including penalties imposed by authorities), attorneys' fees and all other damages subject to compensation under applicable law.

9.3 If you violate these Terms, we may prevent or terminate your use of and registration with the Website at our sole discretion and without prior notice, and without any liability or further obligation to you or any other party. This also applies, if you have acquired the Tokens while in breach of your representations and warranties or if it becomes evident that your payment for the Tokens constituted a breach of applicable laws by yourself.

9.4 We shall not be liable for any damages suffered by you as a result of or otherwise in connection with causes beyond our control. These include any force majeure events, cyberattacks, technical failures, defects, bugs or viruses affecting the Website or the Ethereum platform (including any delay in receiving or failure to receive Tokens in exchange for ETH sent to Bookmap's wallet), circumstances related to your wallet service provider, changes in interest rates or other monetary conditions, your failure to follow these Terms (including the obligation to use Bookmap's wallet address specified on the Website, obligation to use only ETH or obligation to use measures to ensure

security of your wallet), default by our supplier or contractor, and any action taken by regulatory authorities.

9.5 Should you proceed with payment for any Tokens and the product fails to be suitable for the particular purpose as intended by you, we do not accept any liability for such unsuitability (among other things, we do not accept the return of, or refund to you the paid price of the respective Tokens).

9.6 To the maximum extent permitted by applicable law, we do not accept any liability for damages, including loss of profit, resulting from any use of, or inability to use, the Website or the Ethereum platform, or from purchasing the Tokens (including in case of fraud or other misconduct by any provider of Tokens other than Bookmap) or their use by the User, regardless of the basis upon which liability is claimed. Among other things, we do not accept any liability for any change of the value of Tokens or ETH.

9.7 In any case, the total amount of our aggregate liability hereunder shall not exceed EUR 1,000.

9.8 No limitation of liability applies in case of intentional breach of obligations or in case of gross negligence.

10. SECURITY AND TAXES

10.1 You are solely responsible for implementing sufficient measures for securing the wallet or other storage mechanism you use to receive and hold Tokens. You acknowledge that if you lose any requisite private keys or other credentials, you may lose access to your Tokens. We are not responsible for substituting such Tokens or for any losses, costs or expenses relating to lost access credentials.

10.2 Any amounts that you transfer for the Tokens are exclusive of all applicable taxes. You are responsible for determining which taxes apply to your subscription or purchasing the Tokens (if any). It is also your responsibility to withhold, collect, report and remit such taxes to appropriate tax authorities. We are not responsible for

withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchasing the Tokens.

10.3 To the extent permitted by applicable law, you agree that no other party may be held liable for any tax liability you may incur in connection with your participation in the Closed Pre-sale and the ICO.

11. JURISDICTION, APPLICABLE LAW AND DISPUTE SETTLEMENT

11.1 These Terms, the Closed Pre-sale and the ICO will be governed by the laws of the Republic of Estonia.

11.2 Any disagreements or disputes of the User and the Company, arising from this Agreement, shall be settled by negotiations between the parties. In case the agreement is not reached within 30 (thirty) days, it shall be settled by the Harju County Court as the court of first instance.

11.3 The Company reserves the right to change the jurisdiction of the Company and this Agreement at any time at its own discretion.

12. MISCELLANEOUS

12.1 If Bookmap prepares a prospectus for issuing the Tokens, then the terms of the prospectus shall apply to the Terms.

12.2 In case of any discrepancies between the Terms and Appendices, the Terms shall prevail. In case of discrepancies between any translated copies of the Terms and Appendices, the English version prevails.

12.3 Notices to Bookmap shall be sent by e-mail to ico@bookmap.eu. Notices to the User may be posted on the Website or delivered by any other means.

12.4 If any section, clause or provision of these Terms is held unlawful, void or unenforceable, then that section, clause or provision will be severable from the rest of these Terms and will not affect the validity or enforceability of any remaining part of that section, clause or provision, or any other section, clause or provision of these Terms.

12.5 Bookmap will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

12.6 These Terms and the Appendices constitute the complete agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements concerning the subject matter of these Terms.

12.7 Bookmap may amend these Terms at any time without notice to you by posting a revised version on the Website. Bookmap may also provide additional bonuses. The revised version will be effective from the time we post it, unless indicated otherwise.

12.8 Bookmap may, at its sole discretion, assign any of its rights and/or obligations under these Terms to any third party. You may not assign any of your rights and/or obligations under these Terms and such rights and obligations shall be binding on you as long as you hold any Tokens.