

ENS.BID Token Sale Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of the cryptographic tokens – ENS.BID tokens (hereby referred to as “ESB”). The token sale is managed by ENS.BID (“ENS.BID Platform”) to provide the physical assets backed tokens and reserve the purchases of the ESB to be issued and executed through the ENS.BID Team (collectively the “ENS.BID Parties”) to purchasers of ESB (“Purchasers” collectively, and “Purchaser” individually). This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the token sale in which the token (ESB) is sold.

IMPORTANT

Ownership of ESB carries no rights express or implied. Purchases of ESB are non-refundable. Purchasers should have no expectation of influence over governance of the platform. By participating in the sale of ESB, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing ESB and agree to be bound by these Terms. As set forth further below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase ESB in your relevant jurisdiction, are of a legal age to be bound by these Terms, liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of ESB.

WARNING: DO NOT PURCHASE ESB IF YOU ARE NOT FAMILIAR WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Purchases of ESB should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like ETH/BTC, and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the ENS.BID Parties will be available to assist Purchasers of ESB during the sale, the ENS.BID Parties will not be responsible in any way for loss of ETH/BTC, ESB or fiat currency resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase ESB or participate in the sale of ESB.

WARNING: PURCHASERS OF ESB MUST BE MADE AWARE OF CERTAIN FACTORS

Prior to purchasing ESB, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the

following terms are unacceptable to you, you should not purchase ESB. By purchasing ESB, and to the extent permitted by law, you are agreeing not to hold any of the ENS.BID Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of ESB, including losses associated with the terms set forth below.

- **Overview of ESB Sale**

The mission of the ENS.BID is to stabilize the Ethereum Ecosystem by creating liquidity between ETH and fiat currency. To accomplish this, the ENS.BID will launch a series of token sales. For the duration of the token sale, each purchase of a ESB will be backed by physical assets (i.e. car loans), which allows the capitals flow into and out of the Ethereum Ecosystem.

- **Timing of Sale**

The token sale begin at 01:00:00 UTC on March 1st, 2018. The token sale will run for 30 days and will end at 09:00:00 UTC on April 1st, 2018 or when all the ESB are sold. the ENS.BID Parties reserves the right to extend the sale duration for any reason, including the unavailability of the website <https://ens.bid> or other unforeseen security or procedural issues. The sale will finish at the designated end date above, or when all ESB tokens have been sold. Though it does not currently anticipate doing so, the ENS.BID Parties also reserves the right to shorten the sale duration for any alternative reason.

- **Disclosure of Purchases**

In the spirit of openness, and to enable ESB Purchasers to have as much information as possible to guide their decision-making process, the ENS.BID Parties will disclose on a daily basis, the total number of ESB sold. After the sale process, the ENS.BID will provide Purchasers with an official audit conducted by Ethereum blockchain for the existence of the physical assets backing each ESB token. Knowledge of the audit for the physical assets does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of the purchased ESB.

- **All Purchases of ESB Are Non-Refundable**

All purchases of ESB are final. Purchases of ESB are non-refundable. By purchasing ESB, the purchaser acknowledges that neither ENS.BID platform nor any other of the ENS.BID Parties are required to provide a refund for any reason, and that the purchaser will not receive money or other compensation for any ESB that is not used or remains unused.

- **Taxation of ESB and Taxation Related to the token sale**

The Purchaser bears the sole responsibility to determine if the purchase of ESB with ETH/BTC or the potential appreciation or depreciation in the value of ESB over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing ESB, and to the extent permitted by law, the Purchaser agrees not to hold any of the ENS.BID Parties liable for any tax liability associated with or arising from the purchase of ESB.

- **Privacy**

Although the ENS.BID Parties may require that Purchasers provide proof of identity for AML and KYC purposes, the ENS.BID Parties will not publish any identifying information related to an ESB purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by the ENS.BID Parties or the ENS.BID Platform regarding a purchase. Such emails will be informational only. the ENS.BID Parties will not request any information from Purchasers in an email.

- **Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING ESB AT THE PURCHASER'S SOLE RISK AND THAT ESB IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE ENS.BID PARTIES

WARRANT THAT THE PROCESS FOR PURCHASING ESB WILL BE UNINTERRUPTED OR ERROR-FREE.

- **Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, ESB OR THE ENS.BID PARTIES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE ENS.BID PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, ESB. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE ENS.BID PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF ESB, AND THAT THE RISK OF PURCHASING AND USING ESB RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE ENS.BID PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE GOLDDGUARD PLATFORM FOR THE PURCHASE OF ESB. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE ENS.BID PARTIES .

- **Force Majeure**

The ENS.BID Parties is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality

workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

- **Complete Agreement**

These Terms set forth the entire understanding between each Purchaser and the ENS.BID Parties with respect to the purchase and sale of ESB. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document govern the sale of ESB and supersede any public statements about the token sale made by third parties or by the ENS.BID Parties or individuals associated with any of the ENS.BID Parties, past and present and during the token sale.

- **Severability**

The Purchaser and the ENS.BID Parties agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

- **No Waiver**

The failure of the ENS.BID Parties to require or enforce strict performance by the Purchaser of any provision of these Terms or the failure of ENS.BID Parties to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the right of ENS.BID Parties to assert or rely upon any such provision or right in that or any other instance. The express waiver by the ENS.BID Parties of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the ENS.BID Parties shall be deemed a modification of these Terms nor be legally binding.

- **Updates to the Terms and Conditions of the token sale**

the ENS.BID Parties reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the ENS.BID website (<https://ens.bid>). Any Purchaser will be deemed to have accepted such changes by purchasing ESB. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the ENS.BID Parties. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase ESB.

- **Cooperation with Legal Authorities**

The ENS.BID Parties will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

- **Further Information**

For further information regarding the ESB sale, please contact support@ens.bid.