TERMS AND CONDITIONS OF ELECTRONIC SERVICE PROVISION

bnxt.network

- **GENERAL PROVISIONS**

  - **Purpose**
  BE NEXT is an online Platform, the purpose of which is to enable Users to familiarise them with the terms and conditions for the exchange (swap) of $BNXT Tokens (or others) under the terms and conditions specified in these Terms and Conditions and in the information made available directly on the Platform, as well as in the Whitepaper and other documents made available by the Service Provider.

  - **BE NEXT Sp. z o. o.**
  The Administrator (the Controller) and Service Provider of the bnxt.network Platform is: BE NEXT Sp. z o. o., KRS (Registration No.): 0001029812 REGON: 525114450, NIP (TAX No.): 8982292125, share capital: 50.000,00 PLN (fully paid) with its registered office at ul. Dmowskiego 3/9, 50-203 Wrocław. All statements should be addressed exclusively to this entity. Contact with the Service Provider is available at e-mail address: join@bnxt.network. For the purposes of these Terms and Conditions - the Platform, the Administrator (the Controller) and the Service Provider shall be referred to collectively as BE NEXT.

  - **Services**
  These Terms and Conditions define the rules for use of the Internet Platform available at: bnxt.network, and the provision of electronic services via it. BE NEXT is the entity managing the Platform, while Users exchanging Tokens may establish relationships on the basis of separate terms and conditions or conditions for the service provision, including in particular, but not only BE NEXT.

  - **Terms and Conditions and other Documents**
  Each User is obliged to comply with the provisions hereof while taking steps to use the Platform. The content hereof is available to Users on the Platform. The User is obliged to read the content hereof. Acceptance hereof is voluntary, but it is a condition of using the Platform. Documents intended for Users are made available in electronic form on the Platform in such a way that Users can store and retrieve them in the course of ordinary activities.

  - **Reservations to the exchange of the Tokens**
  In any way, the activity of the Service Provider does not refer to investments as investment funds. The phrase "investments" or "investment" in terms of the information posted via the Platform should only be defined as the exchange of the Tokens or the pursuit of such exchange. The activity of the Service Provider shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the Tokens.

- **DEFINITIONS**

  - **BE NEXT / Service Provider**
  BE NEXT Sp. z o. o., KRS (Registration No.): 0001029812 REGON: 525114450, NIP (TAX No.): 8982292125, share capital: 50.000,00 PLN (fully paid) with its registered office at ul. Dmowskiego 3/9, 50-203 Wrocław

  - **Platform**
  An Internet website under the domain: bnxt.network.

  - **User**

A natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law to participate in the Platform, if applicable in the place of temporary or permanent residence.

- **Services**
  Digital services provided via the Platform, in particular terms and conditions for the exchange of $BNXT (or other) Tokens.

- **Token**
  The term refers to the $BNXT asset value unit in the BEP-20 standard in the BNB Smart Chain (BSC) issued by the Service Provider (or equivalent), the detailed operating conditions of which are described in the documents provided by the Service Provider, in particular, but not only in the Whitepaper.

  A term, referring to the $BNXT asset value unit in the BEP-20 standard in the BNB Smart Chain (BSC) environment entitling the holder to perform activities as set out in the Whitepaper.

- **Token Distribution Process**
  Refers to the issuing process of the Tokens using blockchain technology, as part of which it is possible to exchange the Tokens by the User and entitlements defined in the Whitepaper.

- **Whitepaper**
  A document specifying terms and conditions of the Platform and Tokens functioning and also a possibility to join the Distribution Process of the Tokens for the User. The document is available on the Platform.

- **KYC/AML**
  A set of activities as a result of which information on a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing.

- **ICT system**
  A system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device.

- **Suppliers**
  external entities, in particular entities belonging to the BE NEXT, that provide or may provide services and content on the Platform.

- **ACCESS TO AND USE OF THE PLATFORM**

  - **Platform accessibility**
    The Platform is accessible for users of devices with the Internet connection. In order to use the Platform, the User shall enter correctly the website address and run it on his/her device that supports the ICT system. Services available on the Platform are provided 24 hours a day, 7 days a week, at the User's individual request, based on running the Platform and using the Services.

  - **Restrictions**
    Use of the Services may be territorially restricted. The Service Provider offers access to the Services in accordance with local law. The Service Provider does not allow the use of the Services by Users under the jurisdiction of: Afghanistan, Libya, Serbia, Belarus, Somalia, Cuba, Sudan, South Sudan, Democratic Republic of the Congo, North Korea, Burundi, Syria, Egypt, Republic of Guinea, Bissau, Tunisia, Eritrea, Iran, Central African Republic, Venezuela, Iraq, Myanmar, United States, China, Yemen, Lebanon, Russia, Zimbabwe. The Service Provider reserves the right to choose, limit or refuse to provide services in a particular jurisdiction at any time.

- **Terms of use of the Platform**
  Users are required to use the Platform in a manner consistent with applicable law, herewith, regulations of websites and the Providers, as well as the principles of social coexistence, including the general principles of using the Internet and websites, and respecting the rights of third parties and the Service Provider. In particular, the User is obliged to use the Platform in a way that does not interfere with its functioning, is not inconvenient for other Users and the Service Provider and respectful for the personal rights of third parties (including the right to privacy) and any other rights they are entitled to. In addition, the User is obliged to use all information and materials shared via the Platform only within the scope of fair use and potential licenses.

- **Forbidden Content**
  The User is obliged not to provide illegal or offensive content, content that violates the personal rights of third parties, inciting to commit a crime, as well as vulgar statements, as well as advertising content without the prior consent of the Service Provider. The Users are obliged to immediately notify the Service Provider of any violation of their rights in connection with the use of the Platform.

- **Results of the Violations**
  If it is found that the User commits activities prohibited by law or hereby or violates the principles of social coexistence or prejudicial to the legitimate interest of the Service Provider, the Service Provider may take all legally permitted actions, including limiting or preventing the User from using the Platform and provided Services via the Platform.

- **External Services and Content**
  The Service Provider, in cooperation with the Providers, may provide Users with additional services and content on the Platform. Terms and conditions for the provision of electronic services as part of those websites are set out in the individual regulations of the websites. Using additional services and content requires reading and accepting their terms and conditions. In the event of a conflict between hereof and terms and conditions of additional services and content, the provisions of individual websites shall apply. In matters not covered by provisions of individual websites, the provisions hereof shall apply.

- **CONCLUSION OF THE AGREEMENT**

  - **Users**
    The agreement shall be concluded by natural persons, legal persons and other organizational units to whom separate provisions assign legal capacity. The age of majority is determined by law of the country in which the User lives and the minimal age is 18 years old.

  - **Agreement**
    The moment of accepting hereof is the moment of concluding the agreement on the provision of electronic services between the Service Provider and the User. The Agreement is concluded for unspecified term. Joining the Token Distribution Process, the User concludes the agreement on provision of services by electronic means and confirms acknowledging hereof, and in particular:
    - Appendices;
    - The scope of the provided Services;
    - Whitepaper;
    - Presence of risk specified herein and in the Disclaimer

  - **Agreement Termination**
    Both the User and the Service Provider have the right to terminate the agreement on service provision by electronic means at any time, without justification. The declaration of terminating the agreement may be submitted in writing or by e-mail to the following address: join@bnxt.network and is effective upon its delivery to the other party.

  - **Representations on the Token Distribution Process**

The User represents that as a part of the Token Distribution Process, the User acts on his/her own and on his/her own behalf, and in particular does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering or classifies the Token Distribution Process only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts.

Also, the User represents that the financial means used to join the Token Distribution Process have legal sources. The User participating in the Token Distribution Process accepts that the Tokens are not:
- a document issued by name, on request or issued to the bearer, as well as a financial instrument and a participation unit nor an investment certificate within the meaning of the relevant national acts at the place of the Service Provider's main office;
- a packaged retail investment product within the meaning of Article 4 of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and is not under any provisions of law provided by the state.

- **User's Representations**
  The User accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that:
  - The Token Distribution Process is not a public offer, alternative investment fund management activity nor activity performed by an investment fund, and that the Service Provider's activity is not a banking activity, or an insurance or reinsurance activity within the meaning of the relevant national acts in the place of the Service Provider's main office;
  - the Service Provider does not guarantee the User that the Token Distribution Process as well as the acquisition of Tokens bring the User expected outcomes, results, or economic or financial profits;
  - by joining the process of exchanging the Tokens, the User does not in any way join the Service Provider's company, does not form a company with the Service Provider, and does not acquire corporate rights in the Service Provider's company and does not enter into a similar legal relationship with the Service Provider, including e.g. a joint venture.

- **Withdrawal from the Agreement**
  If the User is a consumer, the Service Provider informs, and the User accepts, that the right to withdraw from the Agreement is excluded due to:
  - the subject of the provided Services (providing digital content);
  - payments in virtual currencies are related to the financial market over which the Service Provider has no control, which results in the volatility of their (virtual currencies) price.

- **Duration of the Agreement**
  The Agreement is concluded for an indefinite period of time. The User may terminate the Agreement by sending an appropriate notification to the Service Provider. The Service Provider may retain the data necessary to identify the User in the event of claims or enquiries by authorised bodies.

- **Termination of the Agreement**
  The Service Provider reserves the right to terminate the Agreement on grounds of an essential reason with the immediate effect, especially, on grounds of the User's violation hereof, which is considered in particular the dissemination of information by the User that adversely affects the activity of the Service Provider.

- **EXCHANGE OF THE TOKENS AND SERVICE USE**

- **Tokens**
  As a part of the activities performed on the Platform in relation to the functionalities offered by the smart contract, the User obtains the option of exchanging the Tokens hereunder. Details on how to exchange Tokens are each time specified by the Platform, smart contract or other entities to which the Platform

redirects (e.g. Metamask), in terms of making payments for the exchange of Tokens. The exchange of the Tokens entitles the Users to obtain the benefits specified in the Whitepaper, subject to provisions hereof.

A Token is a form of value that has been generated on the BNB Smart Chain network in the BEP-20 standard. The collection of Tokens by the User takes place instantly via the blockchain network once the payment has been correctly made by the User. All information about Tokens is provided via the Platform in a location visible to the User or via third party services to which the Platform redirects.

- **Way to exchange Tokens**
  The User, via the Platform and third party websites, in particular via the blockchain network, obtains the possibility of exchanging Tokens as a digital representation of the value generated in the blockchain network. Details on the method of exchanging the Tokens and their value expressed in the price - each time determined by third parties or websites of these third parties.

  The collection of the Tokens takes place immediately via the smart contact using the blockchain technology or other services that enable an automated operation of payment processing in return for the acquisition of the Tokens by the User. This information is made available by the Service Provider on the Platform in a place visible to the User. The User may freely dispose the Tokens to third parties, pursuant to the Whitepaper, using blockchain technology.

- **Safety**
  Each User undertakes to use the Platform in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own passwords, logins and personal access keys to the Tokens against third parties access. Any results of unauthorized acquisition of the password, keys or other data enabling the access to the Tokens belonging to the User are not the liability of the Service Provider.

  The Service Provider does not process or store access data enabling the management of the Tokens, including Users' private keys. The User is obliged to protect the access data mentioned hereinabove, because in the event of their loss the Service Provider shall not recover them. In the event of loss of access data, including in particular private keys, the User may lose all his/her Tokens, assigned to a given wallet address, for which the Service Provider shall not be liable.

- **Knowledge of the Blockchain Technology**
  The User represents that he/she is familiar with the Token Distribution Process, its mechanism, as well as the scope of services provided by the Service Provider and additional materials in the form of the Whitepaper, also the User has obtained all necessary information and data that he/she considers sufficient to decide on the acceptance hereof, and joining the Distribution Process of the Tokens, and that he/she has extensive knowledge in the field of functioning, use or usability of software based on blockchain technology.

- **Tax Obligation**
  The User is obliged to determine how and according to what law the taxation shall be carried out in connection with the exchange of the Tokens and to pay the tax to the competent tax authorities for a particular User. The Service Provider is not liable in any way for incorrect tax settlement of the User due to the exchange of the Tokens.

- **PAYMENTS FOR THE TOKEN EXCHANGE**

  - **Unit of Account**
    The User represents that the unit of account for the exchange of the Tokens, in connection with joining the Token Distribution Process, are virtual currencies, each time specified by websites (payment processors) enabling the exchange of the Tokens, and accessible via the Platform in the form of ICT links redirection.

  - **Fee and Transaction Time**

The fees are determined each time by the payment processors that enable the exchange of the Tokens. The execution time for the delivery of the Tokens is automatic and depends on the individual payment processor used by the User each time. The execution of the transfer of the Tokens to an individual User, as a rule, is immediate if the User makes a correct payment, in accordance with the messages posted on the Platform or on the website of a particular payment processor, subject to the possibility of extending this deadline in the event of situations beyond the Service Provider's control, such as e.g. technical breaks, blockchain network failures or occurrence of force majeure in the broad sense, up to a maximum of 7 days.

- **Minimum Amount**
The minimum amount of payment for the exchange of the Tokens specifies a form or message available on the website of a particular payment processor, in the scope of information also available on the Platform or specified in the Whitepaper.

- **REPORTS AND COMPLAINTS**

  - **Contact with the Service Provider**
  All notifications about functioning of the Platform and Services provided via it, as well as questions about using the Platform shall be directed to the Service Provider via e-mail address: join@bnxt.network.

  - **Content of the Notification**
  The notification shall include: User's data, contact, reasons for notification and detailed description.

  - **Response to the Notification**
  Within 14 days from the date of receiving a notification, the Service Provider considers the notification and informs the User about the result of its consideration. This period may be extended if the consideration of the complaint requires special information or the Service Provider encounters other difficulties beyond its control or if it is necessary to obtain additional information from the User. The reply to the complaint shall be sent by the Service Provider to the e-mail address from which it was received. Sending a complaint by the User in an electronic form is understood as a consent to receive a response from the Service Provider also in electronic form.

  - **Disputes**
  All disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and BE NEXT. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact the Service Provider pursuant to provisions (VII) hereof.

  If the above requirements are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of the registered office of the Service Provider. At the same time, the User acknowledges and accepts that disputes arising herefrom may only be considered on the basis of an individual case of the User. In no way the Service Provider is obliged to settle disputes as collective cases or collective actions.

  - **Reservations**
  The Service Provider reserves the right not to respond to a complaint that is clearly unfounded, in particular to the extent that the complaint has already been examined in relation to a given User.

- **ADDITIONAL INFORMATION ON THE SERVICES**

  - **System Operation**
  The Service Provider ensures the operation of the ICT system which is used in such a way that every User may terminate the use of the Services at any time.

- **Cryptographic Techniques**
  The Service Provider shall ensure the operation of the ICT system, which is used, in such a way as to prevent unauthorized access to the content of transmission of electronic services, in particular using cryptographic techniques.

- **Competent Entity**
  The Service Provider shall provide unambiguous identification of the parties of electronic services and due diligence to ensure the User of the competent entity who provides a product or service provided within the Platform.

- **Technical Risk**
  The Service Provider reserves that the use of electronic services may entail a technical risks, typical for the use of ICT systems. The User should protect own electronic connections and devices against unauthorized access, including in particular, installing anti-virus software or take further actions.

- **Software Function and Purpose**
  Updated information about the function and purpose of the software or data that are not part of the content of the electronic service entered into the ICT system used by the User (cookies) is in the Privacy Policy of the Platform.

- **System Requirements**
  In order to use the service provided by electronic means within the Platform, the User shall meet the following technical requirements necessary for cooperation with the ICT system of the Service Provider: using a device enabling the use of the Internet, connection to the Internet, using a browser enabling the display of websites, e.g. Internet Explorer versions 10.0 and higher, or Opera versions 10.0 and higher, or Firefox versions 10.0 and higher, or Google Chrome 10.0 and higher, or Safari 10.0 or higher with cookies setting enabled, SSL and JavaScript enabled encryption, and an active e-mail account, i.e. e-mail address.

- **Problem Diagnosis**
  The Service Provider reserves the right to intervene in the technical structure of the User Account to diagnose irregularities in the operation of the Services and is allowed to change or affect the technical side of the User Account in any manner to modify or restore the correct operation.

- **LIABILITY OF THE SERVICE PROVIDER**

  - **Duty of the Service Provider**
    The Service Provider supervises the technical functioning of the Platform on an ongoing basis, ensuring its correct operation. However, the Service Provider does not guarantee the constant availability of all functions of the Platform, as well as their error-free operation.

  - **Exemption of Liability**
    The User uses the Platform voluntarily, at own risk. The Service Provider's liability for any damage arising in connection with the use of the Platform, and in particular its lack of functioning, as well as malfunctioning, is excluded to the fullest possible extent, legally permissible.

    The Service Provider is not liable for limitations or technical problems in ICT systems used by Users' Devices, which prevent or limit Users from using the Platform and the Services offered via it. The Service Provider is not liable for the User's unsatisfactory quality, performance and accuracy of the Platform.

  - **Service Provision Breaks**
    Breaks of technical causes may occur during functioning of the Platform. The User has no claims resulting from the suspension or termination of the Services provision by the Service Provider.

The provision of the Services may be interrupted in the event of inappropriate connection quality, damage or defects of telecommunications equipment, power systems, computer equipment, failure of the telecommunications network, power outages or any action of third parties.

- **Blocking the Access**
  The Service Provider has the right to block access to the Platform or individual functions in the event of irregularities in the use of the Platform, in particular in the event of circumstances that could harm the User or the Service Provider. The Service Provider shall not be liable for the temporary suspension of access to the Platform for the period necessary to remove any threats or irregularities.

- **Access Fees**
  Access to the Platform is free of charge, subject to the data transmission costs required to run and use the Platform, which the User is obliged to cover on his/her own. The Service Provider is not liable for the amount of fees charged for the use of data transmission necessary to use the Platform.

- **COPYRIGHTS AND INTELLECTUAL PROPERTY**

  - **Competent Entity**
    The Service Providers has all rights to the Platform, including proprietary copyrights to the Platform, as well as to its individual parts, in particular to text, graphic and multimedia elements as well as programming elements generating and operating the Platform, including industrial property rights and any other derivative rights, excluding the content provided by Providers or Payment Operators.

  - **License**
    Upon the use of the Platform and the acceptance hereof by the User, the Service Provider grants the User a non-exclusive license to use the Platform, to the extent of the Services used by the User. The license is non-transferable and is granted for the duration of the User's use of the Platform in accordance with its purpose and in a manner consistent herewith.

    The non-exclusive license granted to the User does not authorize the User to grant further licenses. Furthermore, the User is not authorized to act outside the scope of the License.

    Transferring the content of the Platform to third parties is allowed only with the use of tools contained on the Platform and intended for this purpose.

    The User has no right to reproduce, sell or otherwise market or distribute the Platform's source code, in whole or in part, in particular to send or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems.

  - **Breach of the License Terms and Conditions**
    In the event of a breach by the User of the terms and conditions of using the Platform or the licenses granted, the Service Provider shall be entitled to block the User's access to the Platform and revoke the granted license. The above does not prejudice the Service Provider's right to take other appropriate and legal actions in connection with the breach.

- **AML/KYC**

  - **Service Provider's Duties**
    Within the activity of the User on the Platform, the Service Provider verifies the User pursuant to international provisions of law on, out of many, anti-money laundering and counter-terrorism financing (AML/KYC). The verification levels and required documents are determined on the Platform and in separate documents. According to legal requirements, the Service Provider verifies the Users repeatedly if it is necessary, on the basis of internal security procedures. Additional verification may involve the need to send other documents confirming the identity of a User.

- **Procedure**

  The verification procedure may, in particular, consist in requesting additional data, in particular:
    - personal data confirmed by an identification document;
    - documented sources of means;
    - other data required by the Service Provider.

  Failure to provide the requested data may result in the suspension of the transaction and, consequently, refusal to execute it.

- **FINAL PROVISIONS**

  - **Amendments**

    The Service Provider has the right to amend the Terms and Conditions without justification. The Service Provider shall notify the User about amendments in a clearly visible place on the Platform. If the user does not agree to the amendment hereto, the User is allowed to withdraw the Agreement.

  - **Transformation or Transfer of Rights**

    The User acknowledges and accepts that the Service Provider may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.

  - **Relevant Jurisdiction**

    The provisions hereof and all disputes between the Service Provider and the User are subject to law applicable in the place of the Service Provider's main office at a given moment.

  - **Nullity**

    No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire document is null and void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.