

## **1. ABOUT US**

**1.1** Company details. Barter.company (official website for the crowdsale "Barter: smartplace"), Owner and Data Controller: Dmitry Zhukov, passport 1713 284824. Owner contact email: realprolix@gmail.com.

**1.2** Contacting us. To contact us telephone our customer service team at support@barter.company. How to give us formal notice of any matter under the Contract is set out in Clause 16.2.

## **2. OUR CONTRACT WITH YOU**

**2.1** Our contract. The following terms and conditions ("terms") govern your ("purchaser") purchase of cryptographic utility tokens ("BRTR"). 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 BRTR token sale.

**2.2** By purchasing BRTR token from the company, you will be bound by these terms and any terms incorporated by reference. If you have any questions regarding these terms, please contact the company at support@barter.company

**2.3** Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

**2.4** Language. These Terms and the Contract are set out in the English language only.

## **3. Buying Tokens**

**3.1** In some jurisdictions, BRTR token can be classified as a security. Nothing in this white paper is deemed to constitute a prospectus of any kind or a solicitation for investment, nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction. By entering this agreement, the token holder clearly states that he / she is not protected by the investment protection legislation in any way.

**3.2** BRTR token does not grant the token holder any voting power within the company and its subsidiaries as well as Barter.company.

**3.3** Purchase of BRTR is final and non-refundable.

**3.4** Virtual currency entails extreme volatility and bubble risk.

**3.5** BRTR can be purchased during the crowdsale directly from the Company or after the crowdsale at an exchange.

**3.6** Although the BRTR token, as well as the BRTR output, in principle is transferable, it is possible that you will be unable to transfer your BRTR token or the BRTR output when you wish to do so, or not at the preferred price. Any future Token holder purchasing BRTR expressly acknowledges and represents that she / he has carefully reviewed this document and fully understands the risks, costs and benefits associated with the purchase of this token.

**3.7** The BRTR tokens are strictly limited to Token holders not acting in their capacity as consumers. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

**3.8** A future Token holder undertaking to purchase BRTR in relation to the barter.company token sale should ensure that she / he understands and has significant experience with cryptocurrencies, blockchain systems and product, and that she/he fully understands the risks associated with the token sale as well as the mechanism related to the use of cryptocurrencies, including, but not limited to storage and safekeeping of access information.

**3.9** Barter.company shall not be responsible for any loss of BRTR tokens or situations making it impossible to access BRTR tokens, which may result in any actions or omissions of the future BRTR token holder or any person undertaking to acquire BRTR.

## **4. OUR SERVICES**

4.1 Descriptions and illustrations. Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

4.2 Compliance with specification. Subject to our right to amend the specification (see Clause 4.3) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

4.3 Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

4.4 Reasonable care and skill. We warrant to you that the Services will be provided using reasonable care and skill.

4.5 Time for performance. We will use all reasonable endeavors to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

## **5. YOUR OBLIGATIONS**

5.1 It is your responsibility to ensure that:

(a) the terms of your order are complete and accurate;

(b) you co-operate with us in all matters relating to the Services;

(c) you provide us, our employees, agents, consultants and subcontractors with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(d) you comply with all applicable laws.

(e) Neither the company nor any of the Barter team has provided you with any advice regarding whether BRTR is a suitable investment for you;

(f) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as bitcoin and ether, as well as blockchain-based software systems generally;

(g) You accept that BRTR is created and you obtain BRTR on an “as is” and “under development” basis. Therefore, provided the company acts in good faith, you accept that the company is providing BRTR without being able to provide any warranties in relation to BRTR, including, but not limited to, title, merchantability or fitness for a purpose;

(i) you meet certain eligibility criteria:

BRTR may not make the Services available in all markets and jurisdictions and may restrict or prohibit use of the Services from some foreign jurisdictions (“Restricted Locations”).

If you are registering to use the Services on behalf of a legal entity, you represent and warrant that:  
such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and you are duly authorized by such legal entity to act on its behalf.

You further represent and warrant that you:  
are of legal age to form a binding contract (at least 18 years old);  
have not previously been suspended or removed from using our Services;  
have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;  
are not located in, under the control of, or a national or resident of:  
any Restricted Locations, or  
will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in Clause 5.1 (Your Default):

(a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract;

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **6. Risks**

6.1 Acquiring BRTR tokens involved various risks. Please don't use our platform if you do not understand these risks. In particular, that barter.company may not be able to launch its operations. Therefore, and before buying BRTR tokens, any future token holder should carefully consider the risks, costs, and benefits of acquiring those tokens within the crowdsale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the crowdsale (incl. The risks related to the non- development of Barter.company network and operations) or any other risks should not acquire BRTR tokens, at this stage or later.

6.2 Market conditions and the price of virtual currency, including Bitcoin fluctuate. It is uncertain what the Bitcoin price will be in the future. The value of Bitcoin could permanently be reduced to zero. This would the result in token holders being left with the BRTR token having no value. Virtual currency and the BRTR token can be subject to cybercrime. Therefore, it is possible, for example, that other people will obtain access to your wallets and that you will lose your tokens, and/or any output received.

6.3 It is possible that it will one day no longer profitable to mine bitcoins, for example, due to a change of energy prices or applicable rules and regulations. There are operational risks. The business of BRTR depends on several circumstances.

6.4 You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Digital Asset can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:

You may sustain a total loss of the Funds on our platform, and, in some cases, you may incur losses beyond such Funds. If the market moves against your position, you may be called upon by us to provide a substantial amount of additional margin Funds, on short notice, in order to maintain your position. If you do not provide the required Funds within the time required by us, your position may be liquidated at a loss, and you will be liable for any resulting deficit to us. Under certain market conditions, you may find it difficult or impossible to liquidate a position. All of the points noted above apply to all digital asset pair and digital asset and legal tender pair trading. This brief statement cannot, of course, disclose all the risks and other aspects associated with these trades.

Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that BRTR shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, howsoever caused.

## **7. CHARGES**

7.1 There are no charges for our services.

## **8. HOW TO PAY**

8.1 Payment for the BRTR tokens should be in advance. We will take your payment upon acceptance of your order and will take subsequent payments if applicable in advance.

8.2 You can pay for the BRTR tokens using a cryptocurrency. We accept the following cryptocurrencies:

We accept following cryptocurrency: Bitcoin, Ethereum.

## **9. COMPLAINTS**

If a problem arises or you are dissatisfied with the Services, please contact us as soon as possible for the best remedy of your complaint. [support@barter.company](mailto:support@barter.company)

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

10.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

## **11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

11.1 All the details of how we will process personal information are set out in the Privacy Policy.

## **12. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to Clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

12.3 We have given commitments as to compliance of the Services with the relevant specification in Clause 4.2. In view of these commitments, the terms implied by sections 3[, 4] and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This Clause 12 will survive termination of the Contract.

12.5 All purchases of BRTR are final. Purchases of BRTR are non-refundable. By purchasing BRTR, the purchaser acknowledges that neither the company nor any of its affiliates, directors or shareholders are required to provide a refund for any reason.

12.6 If the company believes, in its sole discretion, that any individuals or entities owning BRTR creates material regulatory or other legal risks or adverse effects for the company and/or BRTR, the company reserves the right to: (a) buy all BRTR from such BRTR owners at the then-existing market price and/or (b) sell all cryptocurrency assets of the company.

## **13. CONFIDENTIALITY**

13.1 We each undertake that we will not at any time, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by Clause 13.2.

13.2 We each may disclose the other's confidential information:

(a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will endeavor to ensure that such employees, officers, representatives, subcontractors or advisers comply with this Clause 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

#### **14. EVENTS OUTSIDE OUR CONTROL – FORCE MAJEURE**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

#### **15. NON-SOLICITATION**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

#### **16. COMMUNICATIONS BETWEEN US**

16.1 When we refer to "in writing" in these Terms, this includes email

16.2 Any notice or other communication given under or in connection with the Contract must be in writing and be, sent by email.

16.3 A notice or other communication is deemed to have been received:

(a) if sent by email, at 9.00 am the next working day after transmission.

In proving the service of any notice, it will be sufficient to prove, that such email was sent to the specified email address of the addressee.

The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **17. DISCLAIMER OF WARRANTIES.**

17.1 Except as expressly provided to the contrary in a writing by us, our services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

17.2 You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

17.3 Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to you.

## **18. GENERAL**

### **18.1 ASSIGNMENT AND TRANSFER.**

(a) We may assign or transfer our rights and obligations under the Contract to another entity

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

## **19. ARBITRATION**

19.1 In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.

19.2 If the dispute is not settled by mediation within 28 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

19.3 The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of England and Wales.

19.4 In any arbitration commenced pursuant to this clause,  
(i) the number of arbitrators shall be one; and,  
(ii) the seat, or legal place, of arbitration shall be London Court of International Arbitration.

## **21. GLOSSARY**

21.1 Restricted Jurisdictions:

Algeria  
Egypt  
Morocco  
Canada  
Bolivia  
Colombia  
Ecuador  
Saudi Arabia  
Jordan  
Iran  
Bangladesh  
India  
Nepal  
Pakistan  
China  
Taiwan  
Cambodia  
Indonesia  
Thailand  
Vietnam  
Iceland  
United States of America

Any other country which may prohibit the use of crypto currencies.