

Terms and Conditions

1. Concepts and definitions.

These terms determine the conditions for using tokens.

A third-party site is a resource that allows to transfer tokens to its users.

Badges Banana Papa Coin (hereinafter "tokens" or "BPCoin") are part of the software and ensure its interaction with the network. By using the tokens, you expressly acknowledge and represent that you (the "User" or "you") have carefully reviewed and accepted this agreement between you as a user and the Site Administration ("us").

The offer is a public offer. The acceptance (confirmation) of this offer is the purchase of BPCoin

TOKENS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT PARTNERS BE LIABLE FOR ANY CLAIMS, DAMAGES OR OTHER LIABILITIES ON DAMAGES WHAT ANY ACTION ARISE IN CONNECTION WITH THE SOFTWARE, OR TOKENS, OR THEIR USE OR OTHER DUTIES IN THE SOFTWARE OR TOKENS.

2. On the terms set forth herein, you agree to purchase, and we agree to sell BPCoin.

2.1 BPCoin, distributed during the sales period, will constitute 100% of the total number of tokens. BPCoin will be provided to you after payment. The price of BPCoin is denominated in US dollars. 1 BPCoin is equal to 0.40 US dollars.

2.2 The purchase price for BPCoin does not include all applicable taxes. You are responsible for determining which taxes, if any (in your country of residence, in the country of which you are a resident), apply to the purchase of BPCoin. You are also responsible for retaining, collecting, communicating and transferring the correct taxes to the appropriate tax authorities.

2.3 The number of tokens sold: 11 335 000.

2.4 If you use third party services, such as a third-party payment system, when signing a proposal, you are solely responsible for the actions of such third parties.

2.5 BPCoin allocated in recognition of funding will amount to 100% of the total BPCoin.

2.6 We have the right to refuse or cancel requests for the purchase of BPCoin at any time at our sole discretion.

3. How to work with BPCoin

3.1 You get the right to exchange BPCoin for the corresponding amount of Banana Papa products, based on 1 BPCoin per 1 pack of Banana Papa weighing 70gr (2.47oz). Tokens can be exchanged in the territory of the future enterprise and other addresses, which will be listed on the official site bananapapa.com, with a note that you can exchange your token at this address.

3.2 The order of exchange will be as follows. The owner of BPCoin should apply to the Administration, we, through our agent, buy BPCoin from the owner and at the same time instruct our agent to ship the Banana Papa products reserved for you.

3.3 In the event that it is decided to use BPCoin tokens in other industries and other places on the Internet and offline, we reserve the right to publish this information on our website.

3.4 BPCoin is not a financial surrogate or money.

4. The order of work with the site, security and confidentiality.

4.1 We do not guarantee that the Site meets your requirements, that access to the Site will be provided continuously, quickly, securely and without errors.

4.2 Software and hardware errors, both on our side and on your side, which led to the impossibility of getting you access to the Site, its software and tokens are circumstances of force majeure and the basis for releasing us from liability for default.

4.3 We reserve the right to use all results of intellectual activity. You are not entitled to use any results of intellectual activity without our prior written consent.

4.4 Access to the content of third parties can be provided to you in accordance with certain conditions and unambiguous consent of third parties. You use third-party content at your own risk. We are not responsible for any costs or damages incurred by you in the use of such content. We do not guarantee the accuracy or accuracy of the information provided by third parties. However, we reserve the right to restrict access to third-party content via the Site.

4.5 You take reasonable and appropriate steps to ensure safe and confidential access to any device associated with Credentials, access to email related to Credentials, and to email associated with the purse that you use on our Site.

4.6 We take the necessary and sufficient legal, organizational and technical measures to protect the information provided by you from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it.

4.7 Intentional attacks on the site exclude our responsibility.

4.8 When you create an account on the site and use tokens, we can collect and store contact information (name, address, phone number, e-mail and other similar information).

Before permitting the use of the site and tokens, we may require, and you must provide additional information (any data that can be used for personal identification purposes and may be required to comply with applicable laws).

4.9 When using the site, we collect information about your transactions (such as date, time and transaction amount) and other actions on the site.

4.10 We reserve the right to provide your personal information only to those financial, law enforcement, judicial and other bodies authorized by law, the disclosure of information to which are determined by law.

4.11 We will not share your personal information with other users of the Company or with third parties without your consent.

4.12 We reserve the right, at our sole discretion

terminate access to the website and related services or any part thereof at any time without prior notice, in particular for legal reasons related to money laundering and legal proceedings against the client.

5. Responsibility, rights, and order of resolving differences.

5.1 We are responsible for failure to perform or improper performance of obligations only if there is guilt. In any case, our responsibility is limited by the cost of the remuneration that was transferred to us by us.

5.2 If you are a citizen or resident of the United States of America (or American taxpayer) or China, regardless of the exact location, you buy BPCoin at your own risk.

5.3 We are not responsible for any legal or monetary consequences arising from the purchase of BPCoin by US or Chinese nationals or residents or their use.

5.4 We do not give any guarantees, including any results in the use of BPCoin and the justification of your expectations, and are not responsible for any direct, indirect, incidental, special, indirect or punitive damages, including, but not limited to, losses in the form of lost profits, reputational losses resulting from the use of BPCoin, losses from the inability to use BPCoin or errors in the work of the detachment.

5.5 We do not guarantee the continuous and uninterrupted operation of the Site and are not responsible for any direct, indirect, incidental, special, indirect or punitive damages, including but not limited to loss of profits for errors in the Site, or restrictions on access to the Site on the territory of any jurisdiction.

5.6 We have the right to unilaterally change the terms of the Agreement. We notify you of the change in terms by publishing a new version of this Agreement on the Site.

5.7 We are entitled to assign rights and transfer debts for all obligations arising from the Agreement, in whole or in part. You hereby give your consent to the assignment of rights, the transfer of a debt or the transfer of the Agreement to any third parties.

5.8 We hereby confirm that in the performance (amendment, amendment, termination) of the Agreement, as well as in the conduct of correspondence on these matters, the use of analogs

handwritten signature of the Parties. The Parties confirm that all notifications, communications, contracts and documents within the framework of the Parties 'performance of the obligations arising from the Agreement, signed by analogues of the Parties' own handwritten signature, shall be valid and binding for execution by the Parties. The analogs of a handwritten signature are understood as authorized e-mail addresses, as well as Credentials.

5.9 The Parties acknowledge that all notices, communications, contracts, documents and letters sent using authorized e-mail addresses are deemed to be sent and signed by the Parties.

5.10 This agreement allows the use of the token as a tool for bidding by third-party sites. We are not responsible for the improper fulfillment by trading platforms of their obligations to their users. All transfers of a token between counterparties are governed by their own agreements and rules. We are not an arbitration body for possible disagreements between third parties.

5.11 Any dispute, disagreement or claim arising out of or relating to this contract, or its violation, termination or invalidity, is resolved by arbitration in accordance with the IACC Arbitration Rules [https://github.com/Cryptonomica/arbitration-rules / tree / master / Arbitration_Rules / IACC](https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC)) in the version valid at the time of application.

And if the parties have not agreed otherwise in writing:

- The language to be used in arbitration proceedings must be: English
- The arbitral tribunal shall decide ex aequo et bono.

5.12 Any dispute arising out of or relating to this Agreement is personal to you and the Company and will be resolved solely through individual arbitration. Arbitration proceedings of a group of persons or arbitration in which a person attempts to resolve a dispute as a representative of a group of persons can not arise, since a dispute can be resolved solely through individual arbitration.

5.13 This contract contains an article on force majeure (release) of the International Chamber of Commerce (ICC publication No. 421).

5.14 If any term, provision or provision of this Agreement is deemed to be unlawful, invalid or unenforceable, the term, provision or provisions will invalidate all the terms of this contract and will affect the validity or enforceability of any remaining part of this term, provision or regulations, or any other term, provision or provision of this Agreement.