



TERMS AND CONDITIONS

INTRODUCTION

Welcome to the BAOco website available at: <https://bao.insure/> (“**Site**”). This website is owned by BAOco Ltd (**BAOco**) and operated by its directors, officers, employees, service providers, advisors, experts, affiliates, team (as shown on the Site), contractors and successors and assignees (collectively “**we**” or “**us**” or “**our**”).

These Services Terms and Conditions (“**Terms and Conditions**”) apply to every person who uses our website, information, documents, software and any other products and/or services that we provide (together referred to as “**Services**”). Please read these Terms and Conditions carefully. By using our Services you agree to comply with and be bound by these Terms and Conditions.

The terms “**you**” or “**your**” refers to the Site user, collectively referred to as “**the Parties**” or each a “**Party**”. Our Terms and Conditions and Privacy Policy govern the relationship between BAOco Ltd and you in connection with the use of our Site and Services. For our website terms of use please refer to the Terms of Use section of this document.

In using our Services you warrant that you have had sufficient opportunity to access these Terms and Conditions and contact us, and that you have read, accepted and will comply with our Terms and Conditions, and that you are 18 years or older. If you do not agree to these Terms and Conditions, do not use our Site and/or Services.

DEFINITIONS

Confidential Information includes confidential information about our business, structure, programs, processes, methods, operating procedures, activities, products, services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, Intellectual Property, technology, and any other information whether or not such information is reduced to a tangible form or marked in writing as “confidential”.

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

BAOCOIN

The BAOcoin is the ERC20 token produced for the purpose of the BAOcoin Token Launch and which will be utilised by the future associated insurance business or any associated businesses.

BAOco is the only authorized offerer of BAOcoins during the BAOcoin Token Launch. BAOco provides no warranties and accepts no liabilities of any form whatsoever in relation to the sale of BAOcoin by third parties.

BAOco provides no assurances or warranties and accepts no liabilities of any form whatsoever in relation to the current or future value or utility of the BAOcoin.

BAOco provides no assurances or warranties and accepts no liabilities of any form whatsoever in relation to the listing of the BAOcoin on exchanges, or the provision of the BAOcoin on such exchanges.



BAOCOIN TOKEN LAUNCH

BAOco is the operator of the BAOcoin Token Launch and all associated activities.

PURCHASE OF BAOCOINS

BAO and BAOco provide no warranties in relation to the purchase of BAOcoins except that purchase of the BAOcoins gives the purchaser ownership of the purchased BAOcoins.

For all jurisdictions, materials and information in relation to BAO, BAOcoin and BAOco is not, and under no circumstances is to be construed as, an offering of securities. BAOco makes no representations with respect to the eligibility of any person to acquire BAOcoins, including without limitation, but not limited to, any relevant securities, exchange, foreign exchange acts or equivalent, relevant legislation, or any regulations thereunder.

The BAOcoin has not been registered under any relevant legislation or with any relevant organisation, though we reserve the right to do this in the future.

Purchase of BAOcoins is only recommended for high net worth individuals who can afford the loss of part or all of their purchase price, which are variously referred to as Accredited investors, Sophisticated investors, Wholesale investors, Institutional investors or the equivalent, who have had the opportunity to seek independent professional advice in relation to their purchase of BAOcoins (**HNW Purchasers**).

BAOcoin is offered for purchase only for the purpose of using BAOcoins as part of the future BAO network. You acknowledge that your purchase of BAOcoins is not for the purpose of investment, annuity or speculation.

You acknowledge that your purchase of BAOcoins is a high-risk purchase and that you have had the opportunity to seek independent professional advice in relation to your purchase of BAOcoins.

You acknowledge that there are no refunds in relation to BAOcoins in any respect or under any circumstance whatsoever, except where you have transferred funds and your application for purchase of BAOcoins has been rejected.

You acknowledge that you have provided accurate and complete information in relation to your application to purchase BAOcoins and that you indemnify BAOco against all consequences relating to any inaccurate information you supply, including, but not limited to, inaccurate wallet addresses.

PROHIBITED PURCHASERS

Residents, citizens or any other entities of either the United States of America, Canada, or Australia and any country subject to country-wide or territory-wide sanctions, are hereafter referred to as "**Prohibited Purchasers**".

Purchase of BAOcoins is **unavailable** to any Prohibited Purchasers. Any material related to BAOcoin is not intended for Prohibited Purchasers, and where material related to BAOcoin has come in possession or to the attention of such Prohibited Purchasers, such Prohibited Purchasers are required under these Terms and Conditions to ignore or dispose of said material as appropriate.

Where Prohibited Purchasers have participated in the Token Launch by providing false or inaccurate information about their citizenship, residency, nationality or jurisdiction of registration, such Prohibited Purchasers shall be in breach of these Terms and Conditions and such Prohibited Purchasers shall indemnify all persons (but specifically us and any of our affiliates including



associated or related companies or companies with which BAOco has a contractual relationship) in any and all respects, which includes, but is not limited to any damages and/or losses suffered as a result of the breach by such Prohibited Purchasers.

ADVICE AND INFORMATION

BAOco Ltd does not provide advice. You agree that BAOco is a service provider only, providing you with the ability, where eligible, to purchase BAOcoins. You agree that BAOco does not in any way recommend purchase of BAOcoins or warranty the accuracy of the information supplied by BAOco in any way whatsoever. You agree that such information is provided “as is” without warranty of any kind. You agree that BAOco has not undertaken any due diligence to verify the accuracy of such information and its representations. In accepting our Services you agree that BAOco shall have no liability to you for any loss or damage you may suffer or incur as a result of such information. You further agree that in using our Services that BAOco Ltd is not providing any investment advice. You agree that any funds or equivalent transferred by you in relation to your purchase of BAOcoins, or any fees received by BAOco in relation to its Service provision, is for the sale of the product “the BAOcoin” and is not a security transaction.

You acknowledge that any information we supply to you, by whatever means, is not advice, but is information provided for informational purposes only, and that you have the opportunity to seek independent professional advice if you intend to use that information in any way whatsoever.

CANCELLATION BY US

Should we deem that you are using the Site in a manner that could damage our business or reputation, we reserve the right to exclude you from the Site and/or cancel your account and we are under no obligation to make any refund to you.

ACCOUNT CANCELLATION POLICY

If you wish to have your information removed from our records, please contact us using the contact form at <https://bao.insure/>.

Please be aware that Baoco is required to collect KYC information for purchasers of BAOcoin and to retain these records. As such, it may not always be possible to have any or all of your information removed from our records on your request.

CHARGES

By submitting your information (including any attached documentation) and accepting these Terms and Conditions as part of your submission and transacting the charges that we have applied to the submission, you have agreed to the charges that we have made to supply you with our Service.

All transactions conducted on the site will appear on your credit card or PayPal statement as “BAOco”.

BAOco does not store your credit card details on our server(s).

We provide no warranty or guarantee in relation to the credit card or PayPal services on the Site, except as provided for above. We provide no warranty or guarantee whatsoever in relation to the credit card or PayPal services that occur in relation to our transactions outside our Site.

All applicable transactions are processed in United States Dollars (USD). Currency conversions are completed by your card issuer. We advise you to check with your financial institution for any fees



that may apply to international transactions and any currency conversions that occur in relation to our transactions. We accept no liability for any loss or damage resulting from charges in relation to international transactions or currency conversions in relation to the transactions on the Site.

COMMUNICATIONS

We are not under any obligation to monitor or respond to any communications in relation to the Site or the Services, but we have the right to check, investigate and respond to any such communications. We reserve the right to revoke your ability to communicate via the Site or to us and/or to use our Services immediately at any time and for any reason.

You acknowledge that we will not communicate with you in relation to your account or purchases except to:

- a) notify you of receipt of the account application or purchase;
- b) request you for or notify you of any further information or documentation in relation to the account application or purchase;

We do not endorse the content of any information on the Site or otherwise and remind you that it is for informational purposes only and should not be relied upon, and encourage you to seek independent professional advice in relation to its use.

NO AGENCY

You acknowledge that your use of Site and any associated materials, including the purchase of BAOcoins, does not represent either an Agency or a Partnership between you and us.

You acknowledge that BAOco is under no obligation to represent you in any manner whatsoever.

COPYRIGHT AND INTELLECTUAL PROPERTY

This Site is copyright to BAOco Ltd and BAOco reserves all rights in relation to the Site, the information contained therein and the intellectual property represented.

You are specifically prohibited from copying any of the Site's content or replicating any of the commercial models presented on the Site and BAOco Ltd reserves all rights in relation to these matters.

DELIVERY

Due to the nature of the industry in which the Services are provided, no guarantee can be given as to the timeframe on full delivery of Service.

EMAIL

You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with any electronic transmission between you and us, for any delay or non-delivery of any electronic transmission between you and us and for any damage caused to your system or any files by a transfer.

EXPORT AND IMPORT RESTRICTIONS

There are no export or import restrictions in relation to our Services.

GST OR SIMILAR



If and when applicable, GST or similar will be included in any charge to you for our Services. By accepting these Terms and Conditions you agree to our inclusion of GST or similar in our charges to you for our Services.

GUARANTEE

BAOco Ltd guarantees to provide the Services as they are stated on the Site.

BAOco Ltd expressly denies any guarantees, real or implied, that are not stated on the Site.

BAOco Ltd expressly provides no guarantees:

- a) that you are eligible to purchase BAOcoins; or
- b) that your application to purchase BAOcoins will be accepted; or
- c) in relation to the current or future value or utility of the BAOcoin.

INDEMNITY

You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

- a) any information you supply that is not accurate, up to date or complete or is misleading or a misrepresentation;
- b) any breach of these Terms and Conditions; and
- c) any misuse of the Services;

by you, your employees, contractors or agents.

You agree to cooperate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect or misleading information you have given us.

BAOco Ltd expressly provides no indemnity:

- a) that you are eligible to purchase BAOcoins; or
- b) that your application to purchase BAOcoins will be accepted; or
- c) in relation to the current or future value or utility of the BAOcoin.

The obligations under this clause will survive termination of these Terms and Conditions.

YOUR INFORMATION

By using this Site and submitting your information to us in order for us to provide our Services, you:

- a) warrant that you have all necessary rights to provide the information to us; and
- b) warrant that you are authorised to act in the manner that you have represented; and
- c) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide right to pass this information on to third parties in provision of our Services to you; and
- d) expressly recognise that we are not liable in any way whatsoever for third party use of that information; and
- e) consent to any act or omission which would otherwise constitute an infringement of your Moral Rights; and



- f) agree that your consent to us using the information to provide you with our Service is a genuine consent under any relevant legislation or regulation and that your consent has not been induced by duress or any false and misleading statement.

By using this site and submitting your information you agree to BAOco Ltd or its representatives either making this information available to third parties for review, or passing this information on directly to third parties for review.

JURISDICTION AND GOVERNING LAW

BAOco Ltd and the Site are both governed by the laws of the State of South Australia. By using the Site you agree to be bound by the laws of the State of South Australia.

These Terms and Conditions are governed and construed in accordance with the laws of South Australia. We and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of South Australia.

LIMITATION OF LIABILITY

This section will survive termination of these Terms and Conditions.

BAOco is not liable in contract, tort, warranty, strict liability, any other legal theory or otherwise to you for any loss or damage suffered, of whatsoever nature, howsoever arising, including indirect and consequential loss, in respect of any matter relating to your use of this Site or its Services.

The information, including statements, opinions, documents and materials contained in this Site (**Information**) is for general information purposes only. The Information does not take into account your specific needs, objectives or circumstance and does not constitute advice or services. Any reliance you place on the Information, and any use of the Services or documents on the Site is at your own risk. If you are not satisfied with any part of the Site, our Services or these Terms and Conditions you should cease using the Site and the Services.

You acknowledge that the Information may contain mistakes, inaccuracies and errors. BAOco Ltd expressly excludes any liability for such mistakes, inaccuracies and errors to the fullest extent permissible by law. You should carefully review the Information to ensure that it does not contain any mistakes, inaccuracies or errors and is appropriate to your circumstances. We recommend that you obtain professional advice if you are unsure whether the Information or Services are appropriate to your circumstances.

It is your responsibility to ensure that the Information and/or Services meet your specific requirements. Before acting on the Information or using the Services we recommend that you consider whether it is appropriate for your circumstances, carry out your own research and seek professional advice where necessary. The Information on the Site and the Services provided must not be relied upon for your decision making and you should seek professional advice where necessary in relation to this.

BAOco and the Site do not provide any representation, warranty, indemnity or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the Information or the Services for any particular purpose. We give no warranty, indemnity or guarantee that the Site or any documents are free of viruses.

The laws in each jurisdiction vary and are updated from time to time. We make no warranty or representation that the Site or the Information is suitable for any particular jurisdiction or that they



are in line with relevant laws in any particular jurisdiction or are up to date in regards to any particular jurisdiction.

We give no warranty, indemnity, representation or guarantee in relation to any losses or charges resulting from transactions on the Site involving currency conversions or transactions on the Site involving different currencies.

Certain legislation including relevant consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of the Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**). Our liability is governed solely by such relevant legislation and these Terms and Conditions. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights, where relevant. Except for your Statutory Rights, where relevant, all material, work, Information and Services are provided to you without warranties of any kind, either express or implied and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

If you are a consumer as defined in relevant legislation the following applies to you: We guarantee that the Services that we supply to you are rendered with due care and skill, are fit for the purpose that we advertise, will be supplied within a reasonable time; or that you are acquiring the Services for a result which you wish the Services to achieve.

Where the provision of Services depends on your information or response, and there is a delay in your response or you supply incomplete or incorrect information, then we have no liability in relation to any delays caused by you or the need to rectify the information you have supplied.

To the extent permitted by law we exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the Information, Services and these Terms and Conditions except as set out in these Terms and Conditions. To the maximum extent permitted by law, we are not and will not be liable or responsible for any expenses, losses, costs or damages (whether direct or indirect) caused to or incurred by any user of the Information, Site or Services, including damages for loss of use and/or loss of data, arising out of the performance of the Site and/or Services and/or use of the Information.

Notwithstanding the above in the setting we are liable for any loss or damage then such liability will be limited to either our re-supplying the Services to you, or at our option refunding to you the amount paid by you to us for the Services for which we are liable.

MODIFICATIONS

We reserve the right to amend in any way we see fit the Site, the Services offered, the Information, documents and the Terms and Conditions under which the Services are offered, including but not limited to the costs associated with the use of the Site, our Services and our refund policy, without notice to you.

You agree that by continuing to use the Site and our Services after the date of any amendment to the Site, Services offered, the Information, documents and/or the Terms and Conditions under which the Services are offered, that you are agreeing to the relevant amendments.

PERSONAL AND CONFIDENTIAL INFORMATION

You consent to us providing information, including personal information and confidential information to our related bodies corporate, our service providers, agents, contractors and third



parties (some of whom may be in a different country to you) who are involved in us providing our Services to you.

We and you, including employees and contractors, agree not to disclose personal and confidential information except in providing our Services to you.

PRIVACY

Our Privacy Policy sets out the manner in which we treat your personal information and is available on our website.

BAOco Ltd takes your privacy seriously. When submitting your information you agree to BAOco Ltd using this information to provide its Services to you, including passing that information on to third parties, some of which may be in a different country to you.

REFUND CONDITIONS

You acknowledge that there are no refunds in relation to BAOcoins in any respect or under any circumstance whatsoever, except where you have transferred funds and your application for purchase of BAOcoins has been rejected.

We will attempt to process refunds within 28 days of any application rejection.

RELATIONSHIPS

BAOco operates the Site and owns the documents, software and intellectual property which can be accessed through the Site. By accessing the Site, purchasing products on it or using any of our Services, you are entering into a commercial agreement only with BAOco Ltd.

These Terms and Conditions and your use of the Site and our Services are not intended to create a relationship other than a commercial relationship between you and us, including but not limited to a relationship of partnership, joint venture, investment or employer-employee.

RESTRICTED USE

You agree not to:

- a) Use the Site or Services for unauthorised or unlawful purposes (unauthorised use of the Site and any of our Services may be a criminal offence and/or give rise to a claim for damages);
- b) Re-sell or attempt to benefit in a commercial fashion from any of the content available on the Site, excepting any BAOcoins that you may purchase;
- c) Introduce any form of malicious software into the Site or Services;

You are not permitted to copy, reproduce, transmit electronically or otherwise use the Site in whole or in part, whether in original form or amended in any way, excepting the pdf documents that are available for download on the Site and the Site's url.

RESTRICTING ACCESS

We reserve the right to restrict or terminate your access to our Site and any of our Services at any time without notice.

SEVERANCE

If any clause or provision (or part thereof) of these Terms and Conditions is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be



enforceable or valid. If a clause or provision (or part thereof) of these Terms and Conditions cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the clause or provision (or part thereof) will be severed from these Terms and Conditions in relation to the jurisdiction in which it is unenforceable or invalid, but will remain intact in relation to all other jurisdictions, and the remaining clauses and provisions (and the remaining parts thereof) of the Terms and Conditions will remain valid and enforceable in all jurisdictions.

TERMS OF USE

In using our website you agree to comply with and be bound by these Terms and Conditions. For detailed information on aspects of the website you should refer to the relevant section in these Terms and Conditions.

Use of our website is affected by factors outside our control, including the software on our computer and network conditions and as a result we provide no warranty as to the performance of the website and by using our website you agree that we have no liability whatsoever for any losses or damages incurred by you in relation to use of the website. If you do not agree with these terms do not use our website.

WARRANTY

BAOco Ltd does not provide a warranty in relation to its Services.

BAOco Ltd expressly provides no warranties:

- a) that you are eligible to purchase BAOcoins; or
- b) that your application to purchase BAOcoins will be accepted; or
- c) in relation to the current or future value or utility of the BAOcoin.

ENTIRE AGREEMENT

These Terms and Conditions make up the entire agreement between you, us and the Site and supersede any other agreement, understanding or arrangement between you, us and the Site, whether oral or in writing.

FOR QUESTIONS AND NOTICES CONTACT US AT

The contact form at <https://bao.insure/>.

LAST UPDATE: March 2018

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