

BitMinutes Issuance Terms & Conditions

Preamble

This document is not a solicitation for investment and is not in any way an offer of securities in any jurisdiction. The following Terms and Conditions (“Terms”) govern the sale and issuance of cryptographic tokens – BitMinutes (hereby referred to as “BMT”). The BitMinutes platform (“Platform”) provides the worldwide pre-paid mobile phone minutes (“Minutes”) backing the BMT token. This document describes the process in which Minutes, sold by BitMinutes Inc., a subsidiary of P2P Cash Inc., are converted into BMT tokens by Smart Token GmbH, a Liechtenstein company, and delivered to the purchasers’ (“Purchasers” collectively, and “Purchaser” individually) wallet provided by BitMinutes on behalf of BitMinutes. For the purposes of this document, the term “Minutes” shall mean prepaid minutes convertible for use by many cellular carriers worldwide.

IMPORTANT

Ownership of Minutes and/or BMT pertain solely to ownership of Minutes/BMT and does not provide any ownership or rights to or in the Platform, explicit or implied. Purchases of Minutes/BMT are non-refundable. Purchasers should have no expectation of influence over governance of the Platform. By participating in the purchase and sale of Minutes and BMT, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs and benefits of purchasing Minutes/BMT and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase Minutes/BMT in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold BitMinutes Inc. and/or Smart Token GmbH, their respective parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of Minutes and/or BMT or their parent or affiliates, now or in the future and/or any other member of the BitMinutes Team and associated Parties (all aforementioned collectively the “BitMinutes Team”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the purchase or sale of Minutes and/or BMT.

DO NOT PURCHASE MINUTES/BMT IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Purchases of Minutes and BMT 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 bitcoin (“BTC”), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the BitMinutes Team will be available to assist Purchasers of Minutes and conversion into BMT during the purchase / sale, the BitMinutes Team will not be responsible in any way for loss of BTC or MINUTES/BMT resulting from actions taken by, or omitted by, Purchasers. If you do not have such experience or expertise, then you should not purchase MINUTES/BMT or participate in the purchase or sale of MINUTES/BMT.

WARNING: PURCHASERS OF MINUTES/BMT MUST BE MADE AWARE OF CERTAIN FACTORS

Prior to purchasing MINUTES/BMT, 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 MINUTES/BMT. By purchasing MINUTES/BMT, and to the extent permitted by law, you are agreeing not to hold any of the BitMinutes Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the purchase or sale of MINUTES/BMT, including losses associated therewith according to the terms set forth below.

THE MINUTES/BMT ARE NOT INTENDED TO CONSTITUTE SECURITIES, DEBENTURES OR INTERESTS IN A COLLECTIVE INVESTMENT SCHEME IN ANY JURISDICTION. THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY KIND AND ARE NOT INTENDED TO FACILITATE AN OFFER OF OR A SOLICITATION FOR INVESTMENT IN SECURITIES, DEBENTURES OR COLLECTIVE INVESTMENT SCHEMES IN ANY JURISDICTION. BY ACCEPTING THESE TERMS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS, ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS, AND FULLY UNDERSTAND THE RISKS, COSTS, AND BENEFITS OF PURCHASING MINUTES/BMT. IF YOU ARE IN ANY DOUBT AS TO THE NATURE OF THIS TOKEN GENERATING EVENT, THE RISKS INVOLVED OR THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL ADVISOR. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS OR AGREE TO RECEIVE ANY BMT TOKEN.

TERMS AND CONDITIONS

1. Introduction and Scope

Unless otherwise stated, these Terms shall govern the event of generation and distribution of BMT by Smart Token GmbH, whereby Smart Token GmbH is transferring to Purchaser certain cryptographically-secured rights in the form of digital assets (BitMinute Tokens / BMT) as defined below, in exchange for consideration received, as defined below. The Smart Token GmbH and an individual Purchaser shall hereinafter be referred to as "Parties" collectively, and "Party" individually. The Smart Token GmbH, registered with the number FL-REG NUMBER 0002.512.024-6 and having its registered office at Dr. Grass-Strasse 12, 9490 Vaduz, Principality of Liechtenstein. All BMT are distributed by Smart Token GmbH exclusively on behalf of BitMinutes Inc.

2. Overview of ICO of MINUTES/BMT

The Platform requires, for proper operation and comprehensive utilization, a cryptographic token called BMT. Each purchase of a BMT token is backed by Minutes, convertible into pre-paid minutes of mobile phone time on worldwide carriers. Post the Token Generation Event ("TGE"), the BitMinutes Platform instantly converts BMT into prepaid minutes at the request of the BMT owner. Purchasers of Minutes will reserve BMT in exchange for US Dollars, BTC, ETH. Purchasers of Minutes will be able to convert their Minutes purchase into BMT by Smart Token ("Conversion"). Upon the TGE, the BitMinutes Team will allocate the purchased Minutes, now converted into BMT by Smart Token, to the corresponding user account on the web site, delivering it to their control.

3. All Purchases of Minutes and BMT Are Non-Refundable

ALL PURCHASES OF MINUTES AND/OR BMT ARE FINAL. PURCHASES OF MINUTES/BMT ARE NON-REFUNDABLE. BY PURCHASING MINUTES/BMT, THE PURCHASER ACKNOWLEDGES THAT NEITHER BITMINUTES PLATFORM NOR ANY OTHER OF THE BITMINUTES TEAM & PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY MINUTES/BMT THAT IS NOT USED OR REMAINS UNUSED.

3.A- Pre-ICO Restrictions

Purchasers of Minutes Pre-ICO, any purchases below the ICO price of \$.02, and/or any Minutes/BMT awarded for services will remain as Minutes until converted to BMTs eligible to trade 30 days from the first day of trading on any crypto-exchange.

4. Accepted Purchase Procedure

BMT may only be purchased through the website www.Bitminutes.com, and cannot be purchased on any other website or at any other place.

BitMinutes shall accept as payment for BMT only Bitcoin (BTC), Ether (ETH) and/or US Dollars

(USD). The price of BMT is the equivalent of \$.02. BitMinutes reserves the right to discount large volume purchases at its sole discretion.

5. Taxation of BMT and Taxation Related to the ICO

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

6. Privacy

Although the BitMinutes Team requires that Purchasers based in the United States or any aggregate purchases by a sole individual exceeding \$10,000 provide proof of identity for AML and KYC purposes, the BitMinutes Team will not publish any identifying information related to a Minutes or BMT purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by the BitMinutes Team or the BitMinutes Platform regarding a purchase.

7. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING MINUTES AND/OR BMT ("MINUTES/BMT") AT THE PURCHASER'S SOLE RISK AND THAT MINUTES/BMT 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 BITMINUTES TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING MINUTES/BMT WILL BE UNINTERRUPTED OR ERROR-FREE.

8. 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 BMT OR THE BITMINUTES TEAM & 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 BITMINUTES 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, MINUTES/BMT. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE BITMINUTES TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF MINUTES/BMT, AND THAT THE RISK OF PURCHASING AND USING MINUTES/BMT RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE BITMINUTES TEAM & PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE BITMINUTES PLATFORM FOR THE PURCHASE OF MINUTES/BMT. 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 BITMINUTES TEAM.

9. Force Majeure

The BitMinutes Team 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),
- 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.

10. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and the BitMinutes Team with respect to the purchase and sale of MINUTES/BMT. For facts relating to the purchase and sale, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document governs the sale of MINUTES/BMT and supersedes any public statements about the ICO made by third parties or by the BitMinutes Team or individuals associated with any of the BitMinutes Team & Parties, past and present and during the ICO.

11. Severability

If any portion of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from these Terms and the rest of the Terms remain in full force and effect.

12. No Waiver

The failure of the BitMinutes Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the BitMinutes Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the BitMinutes Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the BitMinutes Team 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 this these Terms, no representations, statements,

consents, waivers, or other acts or omissions by the BitMinutes Team shall be deemed a modification of these Terms nor be legally binding.

13. Updates to the Terms and Conditions of the MINUTES/BMT ICO

The BitMinutes Team 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 BitMinutes website (<http://BitMinutes.com>). Any Purchaser will be deemed to have accepted such changes by purchasing BMT. The Terms may not be otherwise amended except in a signed document executed by both the Purchaser and the BitMinutes Team. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase MINUTES/BMT.

14. Cooperation with Legal Authorities, Governing Law, Disputes

The BitMinutes Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. All disputes will be settled by expedited arbitration by an independent former judge or lawyer licensed to practice in the State of Georgia, USA, selected by the parties within 10 days of notice of a dispute. The parties hereby consent to jurisdiction in the State of Georgia and waive service of process. The laws of the State of Georgia will be applied waiving any issues of conflict of laws. In the event the parties cannot agree to a judge or lawyer as arbitrator, the party bringing the dispute claim may select an arbitrator licensed to practice in the State of Georgia who represents independence and no prior dealing with the parties or their affiliates, within an additional five days. Such arbitration may be conducted by informal rules by the selected arbitrator (i.e. the arbitration need not be conducted under the rules of the American Arbitration Association) in a manner so as to expedite easy review of the facts and circumstances and any evidence applying thereto. The parties will comply with the requests of the arbitrator to allow a decision within 30 days, unless there is adequate hardship professed, in which case the arbitrator may extend the time to 60 days. The decision of the arbitrator will be final and binding and may allocate the costs of the parties as the arbitrator may wish. If such is not complied with within an additional 10 days from the finding of the arbitrator, unless otherwise agreed among the parties, the implementation of any finding, award or damages may be applied for in any court of jurisdiction in the State of Georgia and enforced in any court having jurisdiction over the parties. In the event such an enforcement event is necessary, any damage award will be increased by 25%, and the costs of such court application also levied against the party to which or whom the award is applied against.

15. Further Information

For further information regarding the MINUTES/BMT sale, please contact support@BitMinutes.com.

16. Buyer Acceptance of above Terms and Conditions

By purchasing and/or converting Minutes/BMT, I agree with the above Minutes/BMT Terms and Conditions as of the date of purchase and/or conversion.