

TERMS AND CONDITIONS OF USE

Updated and Effective 2nd Sept, 2019

Name of Company: MYbDairy Farms

Company Details: an exempt limited liability company incorporated under the laws of Cayman Islands
(Hereinafter “**Bither Dairy**”/ “**Company**”/ “**us**”/ “**we**” or “**our**”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THE WEBSITE.

General

The website [www.mybdairy.com] (“**Website**”) is made available by the Company. You, the user of the Website, confirm your acceptance of these Terms and Conditions of Use (“**T&Cs**”), as they may be modified, changed, supplemented or updated from time to time. If you do not agree to these terms, you must immediately stop accessing this Website. These T&Cs should be read alongside our Privacy Policy, any terms and conditions token pre-purchase (“**Pre-Sale Agreements**”) of any Bither Dairy Tokens (“**Tokens**”) and Whitepaper. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference.

We reserve the sole right to amend these T&Cs at any time. We advise you to frequently visit the Website and check the T&Cs for any changes or modifications. All changes shall take effect upon posting. For technical reasons or at the request of regulatory agencies, we may suspend, terminate, change or limit access to all or any part of the Website without liability.

Products of the Company

This Website is published by the Company for general information regarding the proposed Bither Dairy ecosystem. Aside from providing this Website and certain other public materials, the Company may conduct Token sale events, in compliance with applicable laws. This Website does not constitute an offer or a solicitation to purchase the Tokens in any jurisdiction. Any decision to purchase Tokens (or right to receive such Tokens in future) should be carefully-reviewed and evaluated in consultation with the prospective purchaser's own legal, accounting, investment, tax and any other applicable advisors, in view of the prospective purchaser's own circumstances. In any case, this Website does not constitute a purchase recommendation regarding any Tokens proposed or intended to be offered or sold by the Company.

By purchasing any Tokens, you confirm you are aware of all the risks related with cryptocurrency market, its legal regulation in various jurisdictions.

Terms of Token Sale

When you purchase rights to receive Tokens pursuant to an agreement, open any account or engage in any other transaction with the Company, you also will be subject to these T&Cs and/or other similar agreements governing your use of our services or products including any Pre-Sale Agreements. If any conflict exists between these T&Cs and any Pre-Sale Agreements, such Pre-Sale Agreements shall prevail.

Content

The Company or the relevant licensors retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website (collectively referred to as “**Content**”). You consent to abstain from reproducing, copying, republishing, distributing, displaying, transmitting or posting by any means or in any form, including but not limited to, mechanical, electronic, recording, photocopying or otherwise without the prior written approval of the Company (or the applicable licensors).

The use of the Content on any third-party website, including framing or linking, or in any networked computer station for any purpose whatsoever, is strictly prohibited without the Company’s prior written consent.

You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices. Without limiting the generality of the foregoing, you consent to use the Website and the Content for lawful purposes only. You are prohibited from any use of the Website or Content that will constitute a breach of any applicable law, rule, regulation or ordinance of any locality or state or of any international law or treaty, or that could cause any liability under criminal or civil law.

Third Party Content

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the “**Third-Party Content**”) for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides such Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

User Content

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your “**User Content**”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up-to-date and complete. You confirm that any User Content you post, upload, input, provide or submit to us or *via* our Website do not breach or infringe the intellectual property or any other proprietary rights of any third party, including the right of publicity or privacy, of any person or entity. We do not own, control or endorse any User Content that is transmitted, stored or processed *via* our Website or sent to us and we are not responsible or liable for any User Content.

We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content, either with or without your knowledge.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these T&Cs or the Privacy Policy, we may suspend your use of this Website at any time and for any reason. Any User Content submitted by you on this Website may be accessed by us globally.

User Account

For the purposes of using the Website or any of our products or services, you may be required to open and register a User Account. You shall be responsible for maintaining the confidentiality of your User Account details including your registered ID and password. You shall be responsible for all activities that occur in your User Account. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete, we shall have the right to indefinitely suspend or terminate or block access of your membership. It is your responsibility to ensure that your contact details are updated at all times in the User Account.

You agree to immediately notify us if there is an unauthorized use or breach of your User Account or any other breach of security. You shall exit from the account at the end of each session.

You may be required to provide certain personal information while using the Website. Your provision of, and the Company's collection, storage, use, disclosure and otherwise dealing of such personal information shall be governed by the Company's Privacy Policy.

However, you could be held liable for losses incurred by the '*Company Parties*' (as defined below) or another party due to someone else using your User Content or User Account. You may not use anyone else's User Content or account at any time without the permission of such person or entity.

User Conduct

As a condition of accessing the Website, you agree not to use the Website or any Content herein for any purpose that is prohibited by these T&Cs. You agree **not** to:

- Publish, post, upload, display or share any Content or material that may be considered to be unlawful, discriminatory, harassing, defamatory, offensive, obscene or disrespectful or otherwise objectionable or which may create a risk to the smooth functioning of the Website;
- send, knowingly receive, upload, download, use or re-use any material which does not comply with these T&Cs;
- to use the Company's name, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors without getting prior written permission from the Company;
- display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property

- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the content on the Website without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website or do anything which may interfere with the proper working of the Website;
- host, display, upload, modify, publish, transmit, update or share any information which infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number even if such person is a family member);
- impersonate or attempt to impersonate the Company or its officials, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website;
- collect or harvest any personal information of any third party, including account names, any accounts, or use the communication systems provided by the Website (e.g., comments, email) for any commercial solicitation purposes.
- remove any copyright or other proprietary notices from the Website, or part of the Website;
- send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material
- access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;
- probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website; and
- use this Website to engage in or promote any activity that violates these T&Cs.

Disclaimer of Warranties

Neither the Company nor any of its associates, service providers or their respective directors, officers, agents, employees, licensors or independent contractors (jointly referred to as the “**Company Parties**”) guarantee the adequacy, accuracy, timeliness, completeness, reliability or usefulness of any of the Content. The Website and all the Content is provided on ‘AS AVAILABLE’ and ‘AS IS’ basis without any warranty whatsoever, either implied or express, including the implied warranties of suitability for a specific use, merchantability in cases where it is obstructed by legal regulation in the user’s jurisdiction.

Neither the Company nor anyone associated with the Company represents or warrants that the Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

The Company Parties may make changes to the Content and the Website at any appropriate time without prior notification to you. Any dated information is published as of its declared date only, and the Company Parties do not undertake any responsibility or obligation to amend or update any such information. The use of the Website is at your sole risk.

Limitation of Liability

The Company and/or the Company Parties shall in no event will be held liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Content, Website, any websites linked to it, any content on the Website or such other websites or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The Company Parties are not responsible for any offensive, defamatory or any misconduct of a user of the Website. The foregoing does not affect any liability which cannot be excluded or limited under applicable law which may include fraud.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these T&Cs or your use of the Website, including, but not limited to:

- any use of the Website's Content, services and products other than as expressly authorized in these T&Cs or your use of any information obtained from the Website;
- any User Content posted to, submitted to or transmitted through the Website by you;

Use of personally identifiable information

The Company's policies and practices with respect to the collection and use of personally identifiable information are stated in the Company's Privacy Policy.

Availability

This Website is not meant for distribution to, or use by any entity or person in any country or jurisdiction where such distribution or use would be contrary to the applicable regulation or law. By offering this Website and the Content, no solicitation or distribution of products or services is made by the Company to any person to use the Website or the Content in jurisdictions where the provision of the Website and/or content is prohibited by law.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these T&Cs that is caused by an Event Outside Our Control. An “Event Outside Our Control” means any act or event beyond the Company’s reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, destruction of or inaccessibility to the data storage servers or other natural disaster, or failure of public or private telecommunications networks. If an Event Outside Our Control takes place that materially affects our performance under these T&Cs:

- we will notify you; and
- our obligations under these T&Cs will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside Our Control.

Dispute Resolution and Applicable Law

All matters relating to the Website and these T&Cs and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Cayman Islands without giving effect to any choice or conflict of law provision or rule (whether of Cayman Islands or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these T&Cs or the Website shall be instituted exclusively in the Cayman Islands although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts.

Waiver

No delay or failure by the Company in exercising any right, privilege or power shall function as a waiver of any sort. No single or partial exercise of any right, privilege or power shall preclude any other or further exercise thereof or the exercise of any other right, privilege or power under this T&Cs or applicable law.

Contact Us

If you have any questions regarding our Website, you can email us at info@mybdairy.com