

VDOC Token Launch Terms and Conditions

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1) INTRODUCTION

- a. Parties:
 - i. Blue Bike Holdings Pty Ltd (ACN 611 782 882) (BBH) and you as the counter parties to this agreement for sale of VDOC Tokens.
- b. Whitepaper:
 - i. Blue Bike Holdings Pty Ltd refer all potential purchasers of VDOC Tokens to the Token Offer whitepaper, herein known as the “whitepaper” for a full description of the token. See <https://dutyof.care/assets/img/token-launch-offer.pdf>
- c. Governing Law and Jurisdiction:
 - i. These Terms are governed by the laws of Victoria, Australia. In relation to them and related non-contractual matters you irrevocably submit to the non-exclusive jurisdiction of courts with jurisdiction there, and waive any right to object to the venue on any ground.
- d. Severability:
 - i. If parts of these Terms are held to be illegal or otherwise unenforceable, the remainder of these Terms still apply: Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of that provision in any other jurisdiction.

2) DISCLAIMER

- a. No warranties or representations:
 - i. Blue Bike Holdings Pty Ltd (ACN 611 782 882) (BBH) makes no warranties or representations as to the successful launch of the VDOC Tokens, or achievement of any other activities noted in this paper, and disclaims any warranties implied by law or otherwise, to the extent permitted by law.
- b. No reliance:
 - i. No person is entitled to rely on the dutyof.care (DoC) whitepaper or any inferences drawn from it, including in relation to any interactions with BBH, DoC, VDOC Tokens or the technologies mentioned in this paper.
- c. No liability:
 - i. BBH disclaims all liability for any loss or damage of whatsoever kind (whether foreseeable or not) which may arise from any person acting on any information and opinions relating to BBH, dutof.care, VDOC Tokens or any information which is made available in connection with any further enquiries, notwithstanding any negligence, default or lack of care.

d. Recipient reliance:

- i. Each recipient is to rely solely on their own knowledge, investigation, judgment and assessment of the matters which are the subject of this document and any information which is made available in connection with any further enquiries and to satisfy itself as to the accuracy and completeness of such matters. Each recipient should obtain their own independent advice (including without limitation taxation, financial and legal advice), and make their own assessment of the information described in this paper.

e. Assumptions:

- i. Whilst every effort is made to ensure that statements of facts made in this paper are accurate, all estimates, projections, forecasts, prospects, expressions of opinion and other subjective judgments contained in this paper are based on assumptions considered to be reasonable as of the date of the document in which they are contained and must not be construed as a representation that the matters referred to therein will occur. Any plans, projections or forecasts mentioned in the “whitepaper” may not be achieved due to multiple risk factors including without limitation defects in technology developments, legal or regulatory exposure, market volatility, sector volatility, corporate actions, or the unavailability of complete and accurate information.

f. No endorsement:

- i. BBH may provide hyperlinks to websites of entities, however the inclusion of a link does not imply that BBH endorses, recommends or approves any material on the linked page or accessible from it. Such linked websites or other systems are accessed entirely at your own risk. BBH does not accept responsibility whatsoever for any such material, nor for consequences of its use.

g. No distribution:

- i. These Terms are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any state, country or other jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation. These Terms may not be redistributed, reproduced or passed on to any other person or published, in part or in whole, for any purpose, without the prior, written consent of BBH. The manner of distributing these Terms may be restricted by law or regulation in certain countries. Persons into whose possession these Terms may come are required to inform themselves about and to observe such restrictions. By accessing these terms and conditions, a recipient hereof agrees to be bound by the foregoing limitations.

h. Conflict of interest:

- i. The directors of BBH and its employees and the separate entity Blue Bike Solutions (Aust) – sharing ownership structure - nor its employees have any other conflict of interest to note in-regard to this offering.

i. No Waiver:

- i. BBH's rights will not be waived except where a waiver is in writing signed by BBH. BBH's failure to exercise or a delay in exercising any right, power or remedy under these Terms does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy by BBH does not preclude any other or further exercise of that or any other right, power or remedy.

3) PRIVACY DISCLAIMER

- i. BBH may determine, in its sole discretion, that it is necessary to obtain certain information about you, in-order to comply with applicable law or regulations (including any applicable anti-money laundering or 'Know Your Customer' requirements in any jurisdiction), in connection with selling VDOC to you.
- ii. You agree to provide BBH such information promptly upon request, and you acknowledge BBH may refuse to sell VDOC Tokens to you, until you provide such requested information.
- iii. We may collect personal information about you in-order to facilitate your purchase of VDOC Tokens.
- iv. We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as we are required to by law. If you do not provide this information, we may not be able to sell any VDOC Tokens to you.
- v. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in these Terms.
- vi. BBH may contact you by email in relation to your purchase of VDOC Tokens. Unless required above, your personal information including email will not be circulated outside BBH.

4) VDOC TOKEN LAUNCH

a. Pre-launch:

- i. To ensure broad participation, a maximum of 10% of the available VDOC per phase is available to a single person/wallet. The Pre-Launch will make available 10% of VDOC Tokens to the market (+2% allocated as bonuses). We expect the Pre-Launch to run for approximately 4 weeks (unless sold out earlier), and these initial tokens are locked in until tokens can be transferred, when the main Crowd Sale commences. Bonus VDOC Tokens will be distributed to early contributors on the following schedule, enforced by smart contracts:

Pre-Launch Phase	Maximum VDOC available	Bonus VDOC Token Allocation
1	1,000,000	40%
2	2,000,000	30%
3	3,000,000	20%
4	4,000,000	10%

Figure 1 – Pre-Launch Bonus Schedule

b. VDOC Token Schedule:

- i. At the time of writing, the following information is valid for the release of VDOC Tokens to the general-public:

Attribute	Value
Token Short Name/Symbol	VDOC
Token Long Name	Verified Duty of Care Token
Total VDOC Token Supply	100,000,000 (one hundred million) VDOC Tokens
Token Decimal Places	18
VDOC Token Type	ERC20 (compatible with the Ethereum Blockchain)
Smallest Unit of 1 VDOC Token	1 “Checker” (0.000000000000000001 VDOC)
Future VDOC Tokens to be minted	None

Figure 2 - VDOC Token Specifications

Token Sale Distribution (Exchange of VDOC for ETH):

Component	Number	%	Anticipated Timing	Purpose
Pre-Launch Token Sale	12,000,000	12%	Feb 2018	Support for beta, and promotion of Token Sale (includes pre-sale bonus)
Main Token Sale	68,000,000	68%	March 2018	Fundraising for accelerated platform and business development
Foundation	15,000,000	15%	At closure of Main Token Sale	Rewards, incentives and long-term sustainability of VDOC
Core Project Team	5,000,000	5%	At closure of Main Token Sale	Retention, attraction and rewards to help ensure a great platform
	<i>100,000,000</i>	<i>100%</i>		

Figure 3 - Token Sale Planned Distribution of VDOC

c. Crowd-sale raised

- i. The Crowd-sale will commence on the Commencement Date and will end on the earlier of either the:
- (i) End Date; or
 - (ii) upon reaching the Hard limit of the full allocation is sold.

d. Closure of the Token Launch:

- i. BBH anticipates that the VDOC Token launch will close on around 4 weeks after the commencement. We do however reserve the right to change this, either shortening if demand dictates, or extending at our sole discretion.

e. Suspension or Termination of the VDOC Token Sale:

- i. BBH reserves the right, at any time, and at its absolute discretion, to suspend or terminate the VDOC Token launch for any reason, including for the effect of any applicable laws, orders, rules or regulations of any government or other competent authority.
- ii. In the event that BBH terminates the VDOC Token launch prior to the commencement of the crowd sale at which point VDOC Tokens become a tradable cryptocurrency, BBH will arrange for the return of the Accepted Currencies to you, minus:
 1. any fees attributable, to the transfer and receipt or storage of any currency
 2. less proportionally of expenditure BBH has incurred for the likes of further promotion of the crowdsale

Otherwise, under no other circumstance will BBH arrange for the return of the currencies to you after your purchase of the VDOC Tokens. BBH will endeavour to ensure that VDOC Tokens are tradeable on established cryptocurrency exchanges, however, BBH make no representation or guarantee that VDOC Token tradeable status on external exchanges will be achieved.

- iii. By purchasing the VDOC Tokens, you acknowledge that you will be ineligible to claim for any loss, damage, cost or expense (including loss of interest or opportunity) if the VDOC Token launch is suspended or terminated.
- iv. In the event that the Token Launch is not fully subscribed, at the time the Token Launch is closed, when no further contributions can be made and VDOC tokens become 'transferable, BBH will perform the following steps;
 - o Identify quantity of unsold tokens
 - o The remaining unsold VDOC tokens will be transferred to the VDOC Foundation wallet, which will be vested (or 'frozen') for no less than 5 years (ie. cannot be 'sold' by BBH in any way)
 - o In the lead-up to that 5-year milestone, BBH will seek expert actuarial advice, based on market conditions at the time, to identify the right mix of VDOC that should be 'burnt' (i.e. removed from circulation) versus those than BBH can gradually sell to the market, in line with the rest of the foundation's VDOC allocation. In all cases, BBH will take every reasonable effort to ensure this activity does not negatively impact VDOC owners in terms of diluting the market or devaluing VDOC tokens.

This approach will ensure that investors do not face a dilution effect brought about by BBH directly selling the remaining tokens to the market, after the Token Launch closes.

5) PARTICIPATION

a. Participation eligibility:

- i. All persons have responsibility for assessing their legal eligibility to participate in the VDOC Token launch and must not participate where or when their participation would be contrary to law or regulation in their applicable jurisdiction. For example, citizens of China, Singapore and the

USA are NOT PERMITTED to participate in the VDOC Token Launch. BBH do not have any obligation to make participants aware of the legality of their participation and individuals should confirm their own status before contributing.

b. Registration:

- i. All contributors must complete a registration form ('KYC' process). ONLY valid wallet addresses that are 'whitelisted' through the KYC process will be able to receive VDOC Tokens (this includes any bounty programs).

c. Taxation consequences:

- i. BBH makes no representations concerning the tax implications of the sale, possession or use of VDOC Tokens. The purchase of VDOC Tokens is exclusive of all applicable taxes. You bear the sole responsibility to determine which, if any, taxes apply to the purchase of VDOC Tokens or the ownership of VDOC Tokens, in your home or other applicable jurisdiction. This include "gas" to fund your purchase, refer to the "whitepaper" for more details.

To the extent permitted by law, you agree not to hold BBH liable for any tax liability or responsibility for withholding, collecting, reporting or remitting any sales, use, value added, or similar tax, associated with or arising from the purchase or holding of VDOC Tokens. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate taxation authorities. BBH will not be held responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of VDOC Tokens in any jurisdiction. BBH suggest that you receive independent taxation advice before purchasing the VDOC Tokens.

d. No cooling off rights:

- i. Cooling-off rights do not apply to purchases of the VDOC Tokens in the Token Sale. This means that you cannot receive a refund of any currency that you have used to purchase VDOC Tokens in the Token launch.

e. Security:

- i. Participants in the Token launch are responsible for implementing your own measures for securing the account, wallet, vault or other storage mechanism that you use to receive and hold VDOC Tokens, including, but not limited to, securing your private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s), account details or other access credentials are lost or stolen, you may lose access to your VDOC Tokens. BBH will not be responsible for any such loss.

f. Warning:

- i. BBH hold no responsibility and explicitly you have no path of recourse against BBH if you send crypto currency to the wrong wallet. BBH will provide as clear a set of information as we reasonably can to ensure you have all the correct information to not encounter this pitfall. Specifically, if you get this wrong, you will lose your funds.