

## Terms of Crowdsale

Carefully read all of the following terms of the Ethbet Crowdsale (“Terms”) before purchasing EBET tokens, as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you shall not purchase EBET tokens. By purchasing EBET tokens from Ethbet (“Seller”), you (“Buyer”) will be bound by these Terms, and thus your purchase of EBET tokens is subject to these terms.

**1. Use of EBET Tokens.** The Buyer understands and accepts that EBET tokens may be used as a currency for the Ethbet platform only. The Buyer understands and accepts that ownership of EBET tokens in no way grants any rights, express or implied, other than the right to use the EBET tokens for the EBET platform. The Buyer expressly agrees that the EBET tokens are not securities, are not registered with any government entity as securities, shall not be considered as such, are not intended to be a digital currency, commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. The Seller has prepared a Whitepaper to describe matters related to the Ethbet platform and its intended use of EBET. The specific usage mechanics and design decisions related to Ethbet tokens may be modified at any time. Ethbet reserves the right to modify the functionality of the Ethbet token as well as any functionality related to it at their sole discretion.

**2. Scope of Terms.** The Buyer hereunder commits to purchase the EBET tokens for ETH, and the Seller hereby expressly agrees to sell the buyer EBET tokens. In order to do so the Buyer will send ETH to the to the smart contract address provided by the Ethbet. In doing so it is the Buyer’s responsibility to ensure that they do not make any mistakes that could cause them to lose their ETH, including, but not limited to, the loss of their private keys, and the accidental sending from an exchange wallet or other type of digital currency wallet that the Buyer does not have explicit and full control of, including, but not limited to, the ability to export the public key from said wallet. Buyer should also be aware the this purchase of EBET is not refundable, although they are welcome to trade or sell their EBET to others, Seller has no legal obligation to adhere to any requests for a refund.

**3. Acceptance, Purchase Price, Payment** By purchasing EBET tokens hereunder, the Buyer expressly accepts all terms and conditions described herein and agrees to be bound thereby and comply therewith. For every ETH that is contributed, the Buyer will receive a base rate of 1000 EBET in addition to and investor bonus which varies depending on the time that Buyer sends their payment. It is the Buyer’s responsibility to determine the bonus that they will receive according to the information provided by the Ethbet website and Ethbet crowdsale contracts. No guarantees are made with regards to what bonus a buyer will receive at a given time. The Buyer will receive their purchased tokens quickly however may be required to manually set their wallet to watch the EBET token contract in order to interact with or otherwise view their purchased tokens. The Buyer is responsible for ensuring that they only contribute ETH to the Ethbet crowdsale by sending it from a wallet that they own the private keys to and have explicit and full control over. The Buyer is aware that if they send from an exchange service, smart contract, or other types of wallets that are not explicitly supported, they may lose their contribution and not be able to access the sent EBET tokens.

#### **4. Purchase Limitations.**

UNITED STATES CITIZENS AND RESIDENTS ARE NOT ELIGIBLE TO PARTICIPATE IN THE CROWDSALE. THE BUYER IS ONLY ALLOWED TO PURCHASE EBET TOKENS IF AND BY BUYING EBET TOKENS HE/SHE COVENANTS, REPRESENTS, AND WARRANTS THAT HE/SHE IS NEITHER A U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DOES HE/SHE HAS A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. IN ORDER TO PURCHASE EBET TOKENS AND BY BUYING EBET TOKENS, THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, ARE U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DOES HE/SHE HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. THE BUYER COVENANTS, REPRESENTS AND WARRANTS THAT IT IS NOT CITIZEN/PERMANENT RESIDENT/COMPANY FROM ANY JURISDICTION, WHERE PURCHASE OF EBET TOKENS IS ILLEGAL, RESTRICTED OR REQUIRES SPECIAL ACCREDITATION. THE SELLER SHALL RESERVE THE RIGHT TO REFUSE SELLING EBET TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE SELLER MAY REFUSE SELLING EBET TOKENS TO U.S. CITIZENS, PERMANENT RESIDENTS OF THE UNITED STATES AND THOSE USERS WHO DO NOT MEET ANY OTHER CRITERIA SPECIFIED HEREIN. IT IS ALSO FORBIDDEN TO PURCHASE EBET TOKENS USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES. AND BY BUYING EBET TOKENS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING EBET TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY. THE BUYER REPRESENTS AND WARRANTS THAT IT IS NOT AND DOES NOT REPRESENT ANY INDIVIDUAL, LEGAL ENTITY OR PARTNERSHIP UNDER ANY SANCTIONS REGIME INTRODUCED, INTER ALIA, BY U.S., EU OR UNITED NATIONS AND THAT IT IS NOT FROM ANY TERRITORY SANCTIONED OR EMBARGOED BY AUTHORITIES MENTIONED ABOVE.

**5. Representations and Warranties.** By purchasing EBET tokens, the Buyer represents and warrants that:

- a) they have read and understand these Terms, the Ethbet Privacy Policy, the Ethbet Whitepaper, the risks involved with purchasing EBET tokens, as well as the Official Ethbet Crowdsale Guide and FAQ
- b) They are of an age of majority to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- c) they will be solely responsible for any applicable taxes imposed on the EBET tokens purchased hereunder;

d) They have a deep and thorough understanding of cryptocurrencies, cryptocurrency systems, wallets, transactions, and block-chain based systems, as well as have obtained sufficient information about the Buyer and EBET tokens to enter these Terms, and thus to purchase EBET tokens.

e) They are aware of and know how to manage all of the merits, risks, and any restrictions associated with cryptocurrency transactions, markets, and technology as well as understand that cryptocurrency markets are highly speculative and volatile in nature and that these Terms in no way constitute investment advice or an offer to invest

**6. Acknowledgment and Assumptions of Risks.** By purchasing EBET tokens, the Buyer represents/warrants and accepts that they fully understand all of the risks involved in purchasing EBET tokens, and have fully read and understood the risks as outlined on the Ethbet website.

## **7. Disclaimer of Warranties and Limitation of Liability.**

EBET TOKENS ARE TO BE PROVIDED ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO PURCHASING ANY AMOUNT OF EBET TOKENS AND THEIR USE. THE BUYER HEREBY EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE SELLER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE AS WELL AS FROM PURCHASING OF EBET TOKENS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE BUYER UNDERSTANDS AND AGREES THAT THE SELLER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF EBET TOKENS. THE BUYER UNDERSTANDS AND EXPRESSLY AGREES THAT THE SELLER SHALL NOT GUARANTEE IN ANY WAY THAT EBET TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE CROWDSALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE BUYER, THE LIMITATIONS WILL APPLY TO THE BUYER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER UNDERSTANDS AND AGREES THAT IT IS THEIR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO THEIR COUNTRY OF DOMICILE CONCERNING THE PURCHASE OF EBET TOKENS, AND THAT THE SELLER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED PURCHASING OF EBET TOKENS. THE BUYER AGREES TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

8. **Indemnification.** To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Buyer arising out of a breach of any warranty, representation, or obligation hereunder.