

Terms of Service for Wagerr ICO

Wagerr Limited Initial Coin Offering (ICO) of Wagerr tokens (WGR) on the wagerr.com Platform
Terms of Service and Terms of Use
Last Updated May 30, 2017

The following terminology applies to these Terms and Conditions of Use (our “Terms”), the Privacy and Transparency Statement, and any and all other agreements between you and us: “Client,” “Customer,” “User,” “You,” and “Your” refer to you, the person accessing wagerr.com, the website of Wagerr Limited, and accepting our Terms. “The Company,” “Wagerr,” “wagerr.com,” “Ourselves,” “Website,” “We,” and “Us” collectively refer to the internet website wagerr.com and the corporate entity Wagerr Limited (Wagerr Ltd.), and to its owners, operators, employees, directors, officers, employees, agents, insurers, suppliers, and attorneys. “Wagerr tokens,” “Wagerr digital tokens,” and the ticker symbol “WGR” all refer to the digital blockchain based asset on offer through the Initial Coin Offering. “ICO” and “Initial Coin Offering” refer to Wagerr Limited’s offer of Wagerr tokens hosted on wagerr.com. “Party” refers to either you or us. In these Terms, unless otherwise specified, words indicating the singular shall be understood to include the plural and vice versa and words indicating gender include all genders. “Digital asset,” “asset,” “coin,” “digital currency,” “good,” “ledger entry,” “altcoin,” and “token” refer to blockchain-based software ledger data entries.

By using the wagerr.com website, you represent and warrant that you are at least 18 years old and have full capacity to contract under applicable law; only transacting on wagerr.com with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of wagerr.com; and, comporting with and obeying all applicable laws.

We reserve the right to terminate your access to wagerr.com for any reason, including but not limited to breaches of our Terms, at our sole and absolute discretion. The use of

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wagerr.com constitutes a violation of our Terms of Service where prohibited by applicable law.

1. Terms

By accessing the wagerr.com website, you agree to be bound by our Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with — and that you are compliant with — applicable law. If you do not agree with any of our Terms, you are prohibited from using or accessing the Website; your only recourse is to stop using the Website. Any use of the Website is deemed your acceptance of our Terms as they may be modified and amended from time to time. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties. You should check back often in case our Terms undergo changes. By accepting our Terms, you expressly allow us to export data outside of the jurisdiction in which you reside and/or are located and/or any mediating proxy server(s) is/are located when you access wagerr.com.

2. Limitations

Use of wagerr.com and use of Wagerr tokens (WGR) may carry financial risk. wagerr.com and Wagerr tokens, therefor, are to be used as experimental software utilities only. In no event shall wagerr.com be liable or responsible for any damages, claims, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of digital currency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: our Terms; the Privacy and Transparency Statement; any service of wagerr.com; the use of wagerr.com; the use of Wagerr tokens; any use of your digital assets or digital currency on wagerr.com by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as "Losses"). wagerr.com is hereby released by you from liability for any and all Losses. We disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if wagerr.com has been advised of or should have known of the possibility of such losses

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and damages, and without regard to the success or effectiveness of other remedies. Notwithstanding anything else in our Terms, in no event shall the combined aggregate liability of Wagerr Limited for any Loss hereunder exceed \$50.00 USD.

3. Escrow

All raised funds are sent to the specified escrow services for safe-keeping and contingent distribution.

4. Prices, Exchange Rates, and Confirmations

Digital currency and digital assets are highly experimental and risky. The conversion service available on wagerr.com to convert to or from Bitcoin and alternative digital currencies attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes. Wagerr Limited typically regards digital currency payments as “accepted” when one block confirmation has been registered, however, due to varying security between blockchains, Wagerr Limited reserves the right to require additional block confirmations to reduce risk of fraudulent double spending attempts or errors related to forks. wagerr.com may occasionally accept a payment with zero confirmations, though this decision is at wagerr.com’s sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by wagerr.com of that payment. The User’s payment must be received by Wagerr Limited within a period of 20 minutes in order to receive the guaranteed exchange rate. Please contact Wagerr Limited customer support for more information on exchange rates.

7. Wagerr Limited ICO Coin Distribution of Wagerr tokens (WGR) on wagerr.com

7.1 Duration of the ICO

The ICO Period starts on June 1st, 2017 and ends June 25th, 2017

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7.2 ICO Returns and Refund Policy

Important: Digital currencies, tokens, and digital assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. For these reasons, customers may not receive refunds for confirmed transactions.

7.2 ICO Start Date

Wagerr Limited reserves the right to change the start date of the ICO as well as the right to extend the sale duration for any reason, including early completion of the initially proposed 10 rounds, failure to complete the sale of Wagerr tokens (WGR) designated for offer in the first round, the unavailability of the wagerr.com ICO website, or other unforeseen security or procedural issues. Although Wagerr Limited does not currently anticipate doing so, it also reserves the right to shorten the sale duration for any reason.

7.3 Valuation of Wagerr tokens (WGR) during the ICO

WGR tokens for the first 10 rounds will be valued at a fixed rate of \$0.05 cents. Should the contingencies be activated, 10 additional rou

7.4 ICO Portal

The ICO will be conducted by Wagerr Limited, through the following website: wagerr.com.

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7.5 Wagerr (WGR) Token Distribution

All Wagerr (WGR) digital tokens purchased or received during the ICO will be distributed within 7 days of the closing date of the ICO, which shall be: 25 days

The amount of coins that are created for the Wagerr chain are all dependent on how many coins sell during the ICO. Because we do not know the total that will be sold, the ICO operates based off of percentages to ensure fairness for all. The ICO percentages are as follows.

- 85% of Available coins are for sale open to the public
- 4% of Available coins are reserved for bonuses
- 8% of Available coins are escrowed for the Developers
- 3% of Available coins are allocated for marketing

ICO Contingencies

If Round 1 is not fully funded by the end of the ICO, the ICO will extend or restart. If Round 10 successfully completes on or before June 14th 2017, the ICO will expand to maximize distribution and capitalization for development. The ICO will extend by no more than 10 Rounds. The hard cap for maximum token issuance is 200 million tokens.

Following the commencement of the ICO, provided that a threshold equal to the minimum designated Bitcoin total has been achieved through the ICO; or when all of the Wagerr tokens (WGR) designated for the ICO (including amounts up to the maximum available contingencies for early completion of sales) have been purchased.

7.6 Fraudulent attempts to double spend

Wagerr Limited and its affiliates will monitor all potential transactions and potential transactions for fraudulent attempts to double spend Bitcoin. When any double spend of Bitcoin or any other digital currency or asset accepted in the ICO is detected, no Wagerr assets (WGR) will be distributed to the associated blockchain wallet address or wagerr.com ledger based wallet. By attempting to gain Wagerr fraudulently through double spending, an ICO participant

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jeopardizes all Bitcoin or other digital currency or asset associated with the blockchain wallet address, as no Wagerr (WGR) assets will be distributed to the account associated with that bitcoin or digital currency or asset address. Users deemed to have engaged in fraudulent behavior or attempted fraudulent behavior forfeit any potential refunds of their assets or digital currency.

8. Governing Law

The Agreement and these Conditions shall be governed by and construed in accordance with the law of Belize, and any and all laws applicable therein.

9. Permissible Use

Wagerr Limited and all its services may be used only as a mechanism of software ledger entry translation between the User and Wagerr Limited. You are prohibited from using wagerr.com for the purpose of transacting ledger entries with other parties, with the exception of explicit payment for goods and services.

10. Terms of Use Modifications

Wagerr Limited may revise our Terms at any time and without notice to you or third parties. By using the wagerr.com website, you agree to be bound by the then-current version of our Terms.

11. Costs

From time to time, we may need to spend time dealing with issues brought to us by customers. Where any customer issue is not caused by our negligence or oversight, we reserve the right to recover reasonable administrative costs spent addressing the customer issue, including costs related to technology deployed to address the customer's issue and compensation provided for the Wagerr Limited customer service representative's labor hours.

12. Privacy and Transparency Statement

Wagerr Limited respects the privacy of its Users by not requesting any information that

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is unnecessary for the use of the service or to comport with our obligations under applicable law.

You accept that Wagerr Limited will generally comply with all reasonable legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries; to respond to legal process; to respond to the order of a court of competent jurisdiction and those exercising the court's authority; and, to protect Wagerr Limited and our users.