#### BITETHER TOKEN SALE TERMS

PLEASE READ THESE SALE TERMS CAREFULLY. NOTE THAT SECTION 18 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE BTR.

Your purchase of Bitether tokens ("BTR") during the private token sale as defined below, from BITETHER eSOLUTION (the "Company," "we," or "us") is subject to these terms of sale ("Terms"). Each of you and Company is a "Party" and, together, the "Parties."

By purchasing BTRs from us during the Sale, you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at **business@bitether.org** 

You and Company agree as follows:

- 1. <u>Commencement and Duration of Sale.</u> The Company will conduct a ICO of BTRs (the "Sale"), which will begin at 8:00 AM on September 18<sup>th</sup>, 2017 (the "Launch Date") and end when ICO (343,750,000 BTR) has been sold, whichever is earlier.
- 2. Eligibility. In order to be eligible to participate in the Sale you must be registered as a member. In addition, a prospective purchaser must provide us with contact information (your "User Credentials"), proof of identity, and other information. You must also have an Ethereum wallet that supports the ERC-20 token standard in order to receive any BTRs you purchase from us and provide us the address for that wallet. We reserve the right to prescribe additional guidance regarding specific wallet requirements. If you select bitcoin ("BTC") as your Payment Currency (as defined below) you must provide us with a refund address to receive any necessary refunds (the "Refund Address"). Any refunds will be made in the Payment Currency not in USD. In the event you supply an incorrect or incomplete Refund Address or BTR Receipt Address we are not responsible for any delays, losses, costs, non-delivery of refunds or of BTRs, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or BTR Receipt Address. If you already possess BTRs prior to the Launch Date, you are not eligible to participate in this Sale.

## 3. Purchase and Sale of BTRs.

a. **Price; Payment Currencies.** The USD price per BTR is \$0.01 ("**Price Per BTR**"). In the second phase of ICO, the rate of BTR will increase gradually as per the demand increases for the period of next 100 days till the listing of BTR on exchange. While the Price Per BTR is set in USD, you may pay for BTRCs in either USD, Ether ("**ETH**"), BTC or others (each, a "**Payment Currency**").

- b. <u>Purchase Procedure.</u> After logging into the Sale portal via a web browser, you will be contacted by Bitether eSolutions to conduct the purchase. You will need to supply proof of identity, and other information, and will be prompted to select an amount of BTR to purchase. We reserve the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.
- c. <u>Purchase Price.</u> Your quoted "Purchase Price" in the selected Payment Currency is equal to the USD value of the purchase amount divided by the Exchange Rate (as defined below). The "Exchange Rate" will be the exchange rate between USD and your selected Payment Currency as sourced by the Company from coinmarketcap.com at the approximate time your purchase request is processed. For the avoidance of doubt, to the extent the Exchange Rate varies from the thencurrent rate on coinmarketcap.com, the Exchange Rate will apply.
- d. Purchase Price Must Be Received in Full Within Six Hours. If we have not received the payment of the full Purchase Price in accordance with these Terms within six (6) hours of the time that you receive your payment instructions, we reserve the right to void your purchase request and refuse to accept your payment of the Purchase Price. For the avoidance of doubt, the Purchase Price will be deemed to be paid in full once we have received three (3) network confirmations of the transaction. We reserve the right, in our sole discretion, to modify or extend any of the timelines described herein to account for network congestion or other technical challenges or delays.
- e. <u>Payment of Purchase Price.</u> You must pay the Purchase Price by sending the correct quantity of BTC, ETH, or USD (but not a combination) to the unique address displayed to you via the Sale portal. Your purchase is not guaranteed until we receive the full amount of the Purchase Price.
- f. One Purchase Per Purchaser. You will only be allowed to make one purchase during the Sale. You agree not to allow anyone to use your Bitether Account or share your User Credentials with any other person for the purpose of facilitating their unauthorized access to the Sale. If you do share your User Credentials with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Sale through the use of your User Credentials. We reserve the right to suspend or block your access to the Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone associated with your User Credentials.]
- g. <u>Delivery of BTRs.</u> Company will deliver the quantity of BTRs you purchase within five (5) days from the date Company (i) receives your payment, (ii) receives your complete and accurate BTR Receipt Address, (iii) approves your Accredited Purchaser status, and (iv) your confirms your identity.

## 4. Scope of Terms.

- a. Unless otherwise stated herein, these Terms only govern your purchase of BTR from Company during the Sale.
- b. Any use of BTR in connection with providing or receiving Services in the Bitether eSolutions may be governed by other applicable terms and conditions and policies.
- 5. <u>Cancellation; Refusal of Purchase Requests</u>. All purchases of BTR from us during the Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.
- 6. **BTR Creation and Allocation**. Important information about the Company's creation and intended use of the BTR is provided in <u>Exhibit B</u>. By purchasing BTR, you acknowledge that you have read, understand, and have no objection to <u>Exhibit B</u>.
- 7. Acknowledgment and Assumption of Risks. You acknowledge and agree that there are risks associated with purchasing, owning, and using BTR for the provision or receipt of Services in the Bitether eSolutions, as disclosed and explained in Exhibit C. BY PURCHASING BTR, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.
- 8. <u>Security.</u> You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold BTR purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your BTR. We are not responsible for any losses, costs, or expenses relating to lost access credentials.
- 9. <u>Personal Information.</u> We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling BTR to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell BTR to you until you provide such requested information and we have determined that it is permissible to sell you BTR under applicable laws or regulations.
- 10. <u>Taxes</u>. Any amounts that you pay for BTR are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of BTR, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of BTR.

- 11. **Representations and Warranties**. By sending ETH or BTC to purchase BTR from us, you represent and warrant that:
  - a. You have read and understand these Terms (including all Exhibits);
  - b. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING BTR, OWNING BTR, AND USING BTR FOR THE PROVISION OR RECEIPT OF SERVICES IN THE Bitether eSolutions INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN EXHIBIT C;
  - c. You have sufficient understanding of technical and business matters (including those that relate to the Services), cryptographic tokens, token transactions, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing BTR, including but not limited to (i) the irreversibility of transactions; (ii) that in the event you improperly send tokens to the incorrect address it may result in loss of the tokens; (iii) that you must keep your private key(s) secret, because anyone who you share your private key with will be able to send tokens from that address;
  - d. You understand the restrictions and risks associated with the creation of BTR as set forth herein, and acknowledge and assume all such risks;
  - e. You have obtained sufficient information about the BTR, the Services and the Bitether eSolutions to make an informed decision to purchase BTR, and participate in the development of Bitether eSolutions before its launch. You understand that by participating in this token sale the tokens to be received are ERC-20 tokens.
  - f. You understand that the BTR confer only the right to provide and receive Services in the Bitether eSolutions and to contribute to the technical development of the Bitether eSolutions), and confer no other rights of any form with respect to the Bitether eSolutions, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
  - g. You are being aware of the commercial risks associated with the Company. You are not purchasing BTR for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
  - h. Your purchase of BTR complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the BTR and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
  - i. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of BTR;

- j. If you are purchasing BTR on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- k. You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the BTR is prohibited by applicable law, 6 decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

## 12. **Indemnification**.

- a. (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 14(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

#### 13. Disclaimers.

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE BTR ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE BTR, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY,

- FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE BTR ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE BTR WILL BE CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE BTR OR THE DELIVERY MECHANISM FOR BTR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 15 may not apply to you.

## 14. Limitation of Liability.

- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE **FOR** ANY INDIRECT. SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.
- b. THE LIMITATIONS SET FORTH IN SECTION 16(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.
- c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to you.
- 15. <u>Release</u>. To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages

(actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between participants in the Bitether eSolutions and the acts or omissions of any third parties.

### 16. **Dispute**.

- a. <u>Binding Arbitration</u>. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- c. <u>Federal Arbitration Act</u>. The enforceability of this Section 18 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.
- d. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at business@bitether.org. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 18, commence

- an arbitration proceeding or, to the extent specifically provided for in Section 18(a), file a claim in court.
- e. <a href="Process">Process</a>. Any arbitration will occur in King County, Washington. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference. The state and federal courts located in King County, Washington will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
- f. Authority of Arbitrator. As limited by the FAA, these Terms, and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority 9 to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- g. <u>Rules of JAMS</u>. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
- 17. Governing Law and Venue. These Terms will be governed by and construed and enforced in accordance with the laws of the state of Washington, without regard to conflict of law rules or principles (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the state of Washington and the United States, respectively, sitting in King County, Washington.
- 18. <u>Severability</u>. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.
- 19. <u>Miscellaneous</u>. These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will

not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

#### EXHIBIT A

## **Description of Company, and BTR**

Name: BITETHER Ticker: BTR The Bitether (BTR) is a token based on the ERC20 standard established by Ethereum. Bitether provides end-to-end solutions for E-Commerce Marketplace and Online Cryptocurrency Payment powered by the Ethereum Blockchain. Contract: 0x499A6B77bc25C26bCf8265E2102B1B3dd1617024 Total Supply: 550.000.000 BTR The total supply is 550.000.000 BTR and this is locked limited supply. Why is the total supply of BTR big? Because we think global, there is enough crypto for the entire human race, even the day a satoshi becomes equal to 1 cent (maybe in 10–15 years).

Bitether is opening a new era of cryptofinance for the Internet of Values. By cooperating with financial institutions, cryptocurrency companies, 3rd party app developers, academia and the broader cryptocurrency community, BTR is building a broad finance ecosystem on the blockchain. Thus, our aim is to make Bitether (BTR) an incredible Payment Gateway for online and offline users till 2025.

As well as integrated into most of the e-commerce platforms, Bitether eSolution Pvt. Ltd. aims to launch its new companies where you can use BTR as a payment token;

1) Crypto maustry:
☐ Crypto Mining Farm (China)
☐ Grow Bitether
☐ Crypto Industry News Channel (https://www.cryptoworldtalk.com/)
☐ World's largest ICO Data Bank (https://www.icodataworld.com/)
II) Fitness Industry:
☐ Well Equipped World Class Corporate Gym (I Gymholic) in Ahmedabad
☐ Whey Proteins, BCAA & Supplements Manufacturer (Launching in Sept. 2019)
III) Food & Beverages Industry:
☐ India's Largest Range of Organic Products Manufacturer (Launching in Aug. 2019)
☐ Real Mix Energy Drink State Franchisee holder of Rajasthan
IV) e-Commerce Industry:
$\hfill \square$ India's First ever online shopping portal with upto 100% cashback with some unique
(bitethermall.com)
V) Real Estate Industry:

 $\square$  Residential Plotting Schemes of 254 + 268 = 522 Plots near Ahmedabad named "Parshwa Greens" situated at Shankheshwar (Land of World's Famous Ancient Jain Temples)

#### **EXHIBIT B**

# **Creation and Allocation of Tokens by Company**

At present BTR tokens are generally not widely available, and until the Bitether eSolution is closer to a release date its tokens are as of this time not planned to be widely available.

Initially, 550,000,000 Bitether were created. On 18th Sept. 2017, Pre launch of ICO started at \$0.01 per BTR. No additional BTRs will be created for any reason. There are no plans at this time to burn any additional BTRs.

Bitether eSolution's governance of the token is ultimately controlled by voting of the members, and the voting body of members has broad powers to control and to make changes to the Bitether eSolution protocol and tokens.

## **EXHIBIT C**

## Certain Risks Relating to Purchase, Sale, and Use of Bitether

BY PURCHASING AND USING TOKENS YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING AND USING TOKENS AND ASSUME THOSE RISKS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING RISKS:

- a) You acknowledge that you are aware of the risks of the loss of your private key(s), such as by your forgetting where your private keys are stored, accidental deletion, or other error, which will cause the loss of your tokens.
- b) You acknowledge that hackers or other malicious groups may attempt to interfere either with the Company or with you, in an attempt to obtain tokens, such as by obtaining your private key from your computer, by deceiving you into telling them your private key, or by some other method. Hackers may also attack the Bitether eSolution itself, such as by denial of service attacks, consensus attacks, or other hacks, creating a risk of harm arising from cyber attacks on the network. Bitether is not responsible for lost or stolen private keys, or for private keys you give to hackers, whether by cyber attack, deception, or some other means.
- c) You acknowledge that the tokens may have no secondary market value, or may be extremely illiquid, as their principal purpose is to be used to obtain computation or other network resources from the Bitether eSolution. Even if secondary trading of tokens is facilitated by third-party exchanges, such value may be extremely volatile or near-zero. In the event the token's value decreases, there is no public insurer or private insurance arranged by the Company, to offer recourse to you.
- d) As a consequence of this early stage of development, errors or unexpected behavior in smart contracts or due to other unexpected bugs or problems, may cause unexpected behavior, including but not limited to loss of tokens, or the consumption of a greater quantity of tokens than estimated to perform a particular task.
- e) You acknowledge that, if you intend to operate a node on the Bitether eSolution, that you may incur costs including but not limited to purchasing or setting up computers and software, and that your fees collected may be small, or nonexistent. You set up your node at your own risk, and the Company is not responsible in the event your node does not collect fees, or for any costs you incur in configuring or operating your node, in any respect.
- f) You acknowledge that, if you intend to contribute any code or software development work that any code you write or execute may not function correctly. And that the Company is not responsible for any harm that may result from your code or software functioning improperly, as errors are to be expected so they may be identified and corrected. Bitether is not responsible for any business losses or loss of revenue resulting from either excessive or incorrect use of the network.
- g) You acknowledge that you are responsible for your actions using the network, including any transactions, code, or other contributions or commands given to the

- network. And you acknowledge that the Company is not responsible for the actions of others using the network, which could result in harm to you or others.
- h) You acknowledge that tokens confer no governance rights of any kind, and that decisions involving the Company's products or services will be made by the Company at its sole discretion. The membership and/or the directors of the Company may make decisions which affect the Bitether eSolution and its associated tokens. These decisions may adversely affect the utility of any tokens you own.
- i) You acknowledge that the regulatory status of cryptographic tokens is an area of great uncertainty, and that tokens may face significant regulatory change in the future. It is difficult to predict how or whether legislatures or regulatory agencies around the world will treat blockchains and tokens. It is possible regulatory actions will negatively impact the Bitether eSolution and its tokens in a number of different ways, including but not limited to potentially being prohibited or requiring registration or licensing. The Company may cease operations in areas where regulatory or legislative changes make it unviable or commercially undesirable to continue to operate in that jurisdiction.
- j) You acknowledge that tokens face uncertain tax treatment. You must seek your own tax advice concerning tokens, and purchase or use of tokens may result in adverse tax consequences.
- k) You acknowledge that the Company may, due to any number of reasons in the future, including but not limited to poor demand for its services, failure of commercial relationships, intellectual property challenges, etc., the Company may no longer be viable to operate and may dissolve.
- You acknowledge that cryptographic tokens are a new and untested technology, and that there may be additional risks associated with your purchase and usage of the tokens, potentially including unanticipated risks.