



## Terms and Conditions

### IMPORTANT DISCLAIMER

Citizens and residents of the following countries are restricted from participating in this ICO: United States of America, South Korea, China, Hong Kong, Pakistan. Participating for the residents of these countries are fully on their own risk.

### DEFINITIONS

**Account** – online account created by the user at the Website.

**Blockchain** – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

**BETLY** – virtual currency tokens created by Betlycoin and known as Betlycoin Token (BETLY).

**Cryptocurrency** — is a digital asset designed to work as a medium exchange using cryptography to secure the transactions and to control the creation of additional units of the currency

**Ethereum** – an open blockchain platform at [www.ethereum.org](http://www.ethereum.org).

**Ether** – is the name of the cryptocurrency used within Ethereum.

**ICO** – a restricted initial coin offering by Betlycoin to eligible Users regarding purchase of BETLY.

**Services** – any services provided by Betlycoin and/or its affiliates, including the services available to registered Users on the Website.

**Smart Contract** - means the Ethereum smart contract.

**Wallet** – any type of wallet used for storage of cryptocurrencies.

**Whitepaper** – the document located at the Website containing the ICO conditions and describing Betlycoin's project and business model

## **BETLYCOIN ICO TERMS & CONDITIONS**

The following Terms and Conditions (“Terms”) govern the sale of cryptographic tokens – Betlycoin(hereby referred to as “BETLY”). The ICO is managed by Betlycoin team. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ICO in which the token (BETLY) is sold.

### **IMPORTANT**

Ownership of BETLY during the ICO carries no rights express or implied. Purchases of BETLY are non -refundable. Purchasers should have no expectation of influence over governance of the platform. By participating in the sale of BETLY, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs, and benefits of purchasing BETLY and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase BETLY in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold BETLY, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of BETLY or our parent or affiliates, now or in the future and any other member of the Betlycoin Team (collectively the “Betlycoin Team & Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of BETLY.

### **IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS, YOU PURCHASE BETLY ON YOUR OWN RISK.**

Purchases of BETLY should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Betlycoin Team will be available to assist Purchasers of BETLY during the sale, the Betlycoin Team will not be responsible in any way for loss of BTC or BETLY resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase BETLY or participate in the sale of BETLY.

### **WARNING: PURCHASERS OF BETLY MUST BE MADE AWARE OF CERTAIN FACTORS**

Prior to purchasing BETLY, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase BETLY. By purchasing BETLY, and to the extent permitted by law, you are agreeing not to hold any of the The Betlycoin Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of BETLY, including losses associated with the terms set forth below.

## **TERMS AND CONDITIONS**

### **OVERVIEW OF ICO OF BETLYCOIN**

Betlycoin is the solution developed by group of elite software developers and entrepreneurs, offering the first decentralized worldwide sports betting service with high betting profitability odds and unlimited options, accepting crypto-currencies and offering franchise opportunities to entrepreneurs, developers and third-party service providers. To realize Betlycoin's goals, we are launching an Initial Coin Offering to issue Betlycoin tokens (BETLY) on the public blockchain. BETLY is an ERC-20 token build on Ethereum.

A total of 49 000 000 BETLY will be emitted only. The tokens will be issued during the presale and ICO (both is ICO).

#### **1. Disclosure of Purchases**

In the spirit of openness, and to enable BETLY Purchasers to have as much information as possible to guide their decision-making process, the Betlycoin Team will disclose on a daily basis, the total number of BETLY sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing BETLY pool at the time of their BETLY purchase.

#### **2. Betlycoin Team Will Not Purchase BETLY During ICO.**

The Betlycoin Team warrants that it will not purchase BETLY in its own sale. Furthermore, The Betlycoin Team warrants that it will not purchase BETLY from any third party, or acquire BETLY in any manner, or acquire future control of BETLY, during the period of the ICO.

#### **3. Taxation of BETLY and Taxation Related to the ICO**

The Purchaser bears the sole responsibility to determine if the purchase of BETLY with BTC or the potential appreciation or depreciation in the value of BETLY over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing BETLY, and to the extent permitted by law, the Purchaser agrees not to hold any of the The Betlycoin Team & Parties liable for any tax liability associated with or arising from the purchase of BETLY.

#### **4. Privacy**

Although the Betlycoin Team requires that Purchasers provide proof of identity for AML and KYC purposes, the Betlycoin Team will not publish any identifying information related to an BETLY purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by the Betlycoin Team. Such emails will be informational only.

The Betlycoin Team & Parties will not request any information from Purchasers in an email.

#### **5. Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING BETLY AT THE PURCHASER'S SOLE RISK AND THAT BETLY IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE BETLYCOIN TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING BETLY WILL BE UNINTERRUPTED OR ERROR-FREE.

#### **6. Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, BETLY OR THE BETLYCOIN TEAM & PARTIES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE BETLYCOIN PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, BETLY.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE THIRD PARTIES, INCLUDING OTHER PURCHASERS OF BETLY, AND THAT THE RISK OF PURCHASING AND USING BETLY RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, BETLYCOIN TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF UNDER NO CIRCUMSTANCES WILL ANY OF THE BETLYCOIN TEAM & PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE BETLYCOIN PLATFORM FOR THE PURCHASE OF BETLY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES.

THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE BETLYCOIN TEAM

## **7. Force Majeure**

The Betlycoin Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party

## **10. Complete Agreement**

These Terms set forth the entire understanding between each Purchaser and The Betlycoin Team with respect to the purchase and sale of BETLY. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents in determining purchase decisions and understands that these documents govern the sale of BETLY and supersede any public statements about the ICO made by third parties or by the Betlycoin Team or individuals associated with any of the Betlycoin Team & Parties, past and present and during the ICO.

## **12. Severability**

The Purchaser and the Betlycoin Team agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

## **13. No Waiver**

The failure of the Betlycoin Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the Betlycoin Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the Betlycoin Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Betlycoin Team of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Betlycoin Team shall be deemed a modification of these Terms nor be legally binding.

## **14. Updates to the Terms and Conditions of the Betlycoin ICO**

The Betlycoin Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Betlycoin Website (<https://betlycoin.com>). Any Purchaser will be deemed to have accepted such changes by purchasing BETLY. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the Betlycoin Team.

For purposes of this agreement, "writing" does not include an e- mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase BETLY.

#### **15. Cooperation with Legal Authorities**

The Betlycoin Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the Betlycoin project — transparency — the Betlycoin Team will endeavor to publish any legal enquiries upon receipt.

#### **16. Further Information**

For further information regarding the Betlycoin Token sale, please contact [info@betlycoin.com](mailto:info@betlycoin.com)

#### **15. Official Betlycoin Contact Channels**

Official e-mail list:

1. [info@ betlycoin.com](mailto:info@betlycoin.com)
2. [contact@betlycoin.com](mailto:contact@betlycoin.com)
3. [ceo@ betlycoin.com](mailto:ceo@ betlycoin.com)
4. [support@ betlycoin.com](mailto:support@ betlycoin.com)
5. [dev@betlycoin.com](mailto:dev@betlycoin.com)