



## Terms and Conditions

**THE DOCUMENT IS CURRENTLY UNDER DEVELOPMENT AND MAY BE UPDATES SOON. THE ESTIMATED RELEASE DATE IS JANUARY 17, 2017.**

"ARDOX" SP Z O O, KRS: 0000509711, NIP: 7811895945, REGON: 302724922, is a BTRM token issuer and provider of various betting and IT services under the brand name "Betrium" (hereinafter — "**Betrium**", "we", "us");

WHEREAS, you ("you" or the "**User**") are an individual or entity that uses BTRM currency;

WHEREAS, [www.betrium.co](http://www.betrium.co) (the "**Website**") is the official website of Betrium;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

### **IMPORTANT DISCLAIMER**

Cizens and residents of the following countries are restricted from participating in this ICO: United States of America, Singapore, 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.

**BTRM** – virtual currency tokens created by Betrium and known as Betrium Token (BTRM).

**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 Betrium to eligible Users regarding purchase of BTRM.

**Services** – any services provided by Betrium 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 Betrium’s project and business model.

## **BETRIUM ICO TERMS & CONDITIONS**

The following Terms and Conditions (“Terms”) govern the sale of cryptographic tokens – Betrium(hereby referred to as “BTRM”). The ICO is managed by Ardox & Concord Standards and Management 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 (BTRM) is sold.

### **IMPORTANT**

Ownership of BTRM during the ICO carries no rights express or implied. Purchases of BTRM are non-refundable. Purchasers should have no expectation of influence over governance of the platform. By participating in the sale of BTRM, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs, and benefits of purchasing BTRM 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 BTRM in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold BTRM, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of BTRM or our parent or affiliates, now or in the future and any other member of the Betrium Team (collectively the “Betrium 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 BTRM.

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

Purchases of BTRM 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 Betrium Team will be available to assist Purchasers of BTRM during the sale, the Betrium Team will not be responsible in any way for loss of BTC or BTRM resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase BTRM or participate in the sale of BTRM.

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

Prior to purchasing BTRM, 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 BTRM. By purchasing BTRM, and to the extent permitted by law, you are agreeing not to hold any of the The Betrium Team & Parties liable for any losses or any special, incidental, or

consequential damages arising from, or in any way connected, to the sale of BTRM, including losses associated with the terms set forth below.

## **TERMS AND CONDITIONS**

### **1. OVERVIEW OF ICO OF BETRIUM**

Betrium is the solution developed by group of entrepreneurs and MIT & MIPT graduates offering the first decentralized worldwide sports betting service with zero-commissions accepting crypto-currencies and offering platform for event organizers, developers and third-party service providers. To realize Betrium's goals, we are launching an Initial Coin Offering to issue Betriums tokens B T R M on the public blockchain. BTRM is an ERC-20 token build on Ethereum. A total of 140 000 000 BTRM will be emitted only. The tokens will be issued during the pre-ICO and ICO (both is ICO).

### **TIMING OF SALE**

The ICO begins at 10:00:00 GST on October 23-rd, 2017. The ICO will end at 23:59:59 GST on March 30, 2018 or when all the BTRM are sold. The details are described on the Website.

The final timing of token sale may be changed.

### **2. BTRM Pricing & Issuance**

Prices are described on the Website and in the whitepaper.

<b>TOKENS SOLD</b>	<b>PRICE, ETH PER TOKEN</b>	<b>TOKENS PER ETH</b>
1,000,000—13,999,999	0.00017	6000
14,000,000—20,000,000	0.00071	1400
20,000,000—50,000,000	0.00083	1200
50,000,000+	0.00100	999

The final pricing of the BTRM token may be changed.

### **3. Disclosure of Purchases**

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

### **4. Betrium Team Will Not Purchase BTRM During ICO.**

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

5. **All Purchases of BTRM Are Non-Refundable ALL PURCHASES OF BTRM ARE FINAL. PURCHASES OF BTRM ARE NON-REFUNDABLE. BY PURCHASING BTRM, THE PURCHASER ACKNOWLEDGES THAT BETRIUM TEAM & PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY BTRM THAT IS NOT USED OR REMAINS UNUSED.**
6. **Taxation of BTRM and Taxation Related to the ICO**

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

7. **Privacy**

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

8. **Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING BTRM AT THE PURCHASER'S SOLE RISK AND THAT BTRM 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 BETRIUM TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING BTRM WILL BE UNINTERRUPTED OR ERROR-FREE.

9. **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, BTRM OR THE BETRIUM 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 BETRIUM 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, BTRM. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE

BETRIUM TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF

BTRM, AND THAT THE RISK OF PURCHASING AND USING BTRM RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE THE BETRIUM TEAM & PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE BETRIUM PLATFORM FOR THE PURCHASE OF BTRM. 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 BETRIUM TEAM

#### **10. Force Majeure**

The Betrium 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.

#### **11. Complete Agreement**

These Terms set forth the entire understanding between each Purchaser and The Betrium Team with respect to the purchase and sale of BTRM. 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 BTRM and supersede any public statements about the ICO made by third parties or by the Betrium Team or individuals associated with any of the Betrium Team & Parties, past and present and during the ICO.

#### **12. Severability**

The Purchaser and the Betrium 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 Batrium Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the Batrium Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the Batrium Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Batrium 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 Batrium Team shall be deemed a modification of these Terms nor be legally binding.

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

The Batrium 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 Batrium Website (<https://batrium.co>). Any Purchaser will be deemed to have accepted such changes by purchasing BTRM. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the Batrium 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 BTRM.

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

The Batrium 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 Batrium project — transparency — the Batrium Team will endeavor to publish any legal enquiries upon receipt.

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

For further information regarding the Batrium Token sale, please contact [info@batrium.co](mailto:info@batrium.co).

#### **15. Official Batrium Contact Channels**

Official e-mail list:

1. [info@batrium.co](mailto:info@batrium.co)
2. [press@batrium.co](mailto:press@batrium.co)
3. [ceo@batrium.co](mailto:ceo@batrium.co)