

Gastery General Terms & Conditions of WTR Tokens Sale

LAST UPDATED: 15.11.2017

Please read carefully these General Terms and Conditions (“Terms”) 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 General Terms and Conditions, You must not access or use the Website available on the Internet via Gastery.io or buy Gastery Tokens (“WTR Tokens or WTR”).

By the fact of the website use and/or WTR Tokens purchase the respective Participant, agree that he fully read, understood and accepted these Terms and Conditions. If any Participant does not agree with conditions expressed hereafter, such Participant should stop use of site and withhold purchase of WTR Tokens as defined herein.

DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

Accompanying Documents are any other Gastery Token Sale regulatory documents, they shall accompany and detail these Terms. They are inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, WTR Tokens, Whitepaper, etc.). The latter shall apply if there are any discrepancies between Accompanying Documents and Terms.

Agreement - These Terms and any other rules, policies or procedures that may be issued by Gastery and published from time to time on the Website (including the Accompanying Documents).

Affiliate - Any person or entity that have any relation to the Gastery, including, but not limited to partners, employees, agents and contractors of Gastery.

Applicable Law - Law applicable under these Terms to any and all relations between a Participant and Gastery.

Cryptocurrency - Digital currency, represented by Ethereum (ETH), Bitcoin (BTC) or Bitcoin Cash (BCH) used by Participants to purchase WTR Tokens.

Ethereum Smart Contract - Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of WTR Tokens by a Tokens Sale Participant.

Intellectual Property Rights - Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by Gastery in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.

Tokens Sale Participant ("Participant" or “You”) - Any person, who uses the Website and purchases WTR Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of WTR Tokens Sale.

WTR Tokens are cryptographic tokens distributed by Gastery for use. They are software digital products (without being a new cryptocurrency). They are created by Gastery Team

as proof of a limited right for the of the Gastery, if it is successfully launched and produced in compliance with terms specified herein. Mentioned WTR Tokens are not securities, they are not registered with any government entity as a security and should not be in any case be considered as securities. WTR Tokens are not intended to be any kind of commodity or financial instrument, they do not represent a share or stake or equivalent rights including any right to acquire future revenue shares, intellectual property rights. They do not represent any ownership right.

Website is the website that maintained and owned by Gastery at Gastery.io

Whitepaper – one of the official Accompanying Documents published by the Gastery on the Website, describing technical and marketing details of the WTR Tokens Sale, the idea and purpose of Gastery, as well as respective pricing and tokens distribution periods.

2. These Terms are effective at the time You begin using the Website. Participants may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.
3. In the Terms, unless the opposite is clear from the context:
 - 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 3) References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
 - 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
 - 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
 - 6) The term 'including' does not exclude anything not listed;
 - 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - 8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 9) A reference to writing or written includes fax and e-mail.
 - 10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - 11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms.
 - 12) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

GENERAL PROVISIONS

4. United States, Singaporean, Chinese or South Korean citizens and residents are not eligible to purchase WTR Tokens. You are only allowed to purchase WTR Tokens if and by buying WTR Tokens You covenant, represent, and warrant that You are neither a US, Singaporean, Chinese or South Korean citizen or permanent resident of the United States, Singapore, China or South Korea, nor do You have a primary residence or domicile in the United states, Singapore, China or South Korea, including Puerto Rico, the US Virgin Islands, and any other possessions of the United States. In order to buy WTR Tokens and

- by buying WTR Tokens You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are US citizen or permanent resident of the United States, Singapore, China or South Korea, nor do You have a primary residence or domicile in the United States, Singapore, China or South Korea, including Puerto Rico, the US Virgin Islands, and any other possessions of the United States, Singapore, China or South Korea. Should this change at any time, You shall immediately notify Gastery. The company shall reserve the right to refuse selling WTR Tokens to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the applicable law. In particular, the company may refuse selling WTR Tokens to US, Singaporean, Chinese or South Korean citizens, permanent residents of the United states, Singapore or China and those users who do not meet any criteria specified in this section.
5. By using this Website each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):
 - a. You are of an age of majority (at least 18 years old) to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
 - b. You are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as You know how to manage them, and You are solely responsible for any evaluations based on such your knowledge;
 - c. You have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as You have full understanding of their framework.
 6. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant's residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of WTR Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.
 7. Before using the Website and/or purchasing any WTR Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and WTR Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Token Sale Participants confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts their Terms.
 8. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time. If such changes, modifications, amendments, alterations or supplements will occur, Gastery shall notify the Participants. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.
 9. The Participant acknowledges and accepts that the Gastery reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Gastery. The Gastery does not guarantee their safety and

conformity with any of Your expectations. Furthermore, Gastery is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. Gastery assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

INDEMNIFICATION

10. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the Gastery and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and 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 Gastery arising out of a breach of any warranty, representation, or obligation hereunder.
11. The Participant shall not have any claim of any nature whatsoever against Gastery for any failure by Gastery to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Gastery.

LIMITATION OF LIABILITY

12. If Applicable Law does not allow all or any part of the limitation of liability that is listed below to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by Applicable Law. The Participant understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.
13. Any and all purchases of WTR Tokens are final and non-refundable. By purchasing the WTR Tokens, the Participant acknowledges that neither the Gastery nor any other of its affiliates are required to provide a refund for any reason, and that the Participant will not receive money or other compensation for any WTR Tokens that is not used or remains unused for any reason.
14. To the fullest extent permissible by the Applicable Law:
 - 1) In no event will Gastery or any of the Company parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to the 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 participant has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and
 - 2) In no event will Gastery and the Company parties (jointly) aggregate liability, 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.
15. Nevertheless, the Parties shall be responsible for compliance with the Gastery General Terms and conditions of Token sale and Accompanying Documents, for fulfilment of the

Participant's commitments and guarantees in the manner and in the amount prescribed by the Gastery General Terms and conditions of Token sale and Accompanying Documents, in particular:

- 1) In case of filing accusations, claims or lawsuits to the Gastery related to non-compliance by the Participant of the WTR Tokens Sale Agreement and/or engagements entered by the Participant during the participation of the Token Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Gastery documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.
 - 2) In case of filing accusations, claims or lawsuits against the Gastery, related to noncompliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Gastery documented proven losses, court fees, legal costs, 5 incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.
 - 3) In case of the Participants' violation of his obligations of the Gastery General Terms and conditions of Token sale and Accompanying Documents, the Gastery reserves the right to:
 - i. demand full compensation from the Participant for losses caused by every violation;
 - ii. bring a case before a court if the compensation doesn't cover the Gastery's loss;
 - iii. release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.
16. The Participant agree to be solely responsible for any applicable taxes imposed on WTR Tokens purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the Gastery Token Sale.

REPRESENTATIONS AND WARRANTIES

17. To the fullest extent by Applicable Law and except as otherwise specified in writing by Gastery, WTR Tokens are sold on an "as is" and "as available" basis without warranties of any kind, and Gastery expressly disclaim all implied warranties as to the tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; Gastery does not represent or warrant that the Tokens are reliable, current or error-free, meet your requirements, or that defects in the Tokens will be corrected; and Gastery can not and does not represent or warrant that the Tokens or the delivery mechanism for Tokens are free of viruses or other harmful components.
18. By purchasing the WTR Tokens the Participant represent and warrant that he has read and understand the WTR Tokens Sale General Terms and Conditions and Token sale agreement and all Accompanying Documents in full and he fully agrees with the information about the functionality of Token described in Appendix A, usage, storage, transmission mechanisms and other material characteristics of the WTR Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the WTR Tokens.
19. The Participant fully understands, realizes and agrees that the WTR Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of WTR Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from Gastery in case of such regulation in order to comply with all

- requirements demanded from governmental bodies of jurisdiction of Company incorporation.
20. You understand that the WTR Tokens confer only the rights described in the Appendix A to these Terms and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing WTR Tokens to receive rights described in Appendix A. You are not purchasing WTR Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
 21. The Gastery does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Gastery shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
 22. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by the Gastery in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Gastery in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Gastery or in accordance with the applicable law.
 23. The Participant do not intend to hinder, delay or defraud the Gastery or any other Participants of the Gastery App or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.
 24. The Participant's purchase of the WTR Tokens complies with applicable laws and regulations in the Participant's jurisdiction.
 25. 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 may not apply to You.

INTELECTUAL PROPERTY

26. Gastery has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the WTR Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of Gastery, including the intellectual property rights for the Website and all text, graphics, Participant interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by Gastery and is protected by national and international intellectual property rights protection laws.
27. Unless otherwise stated, the content and information on the Website are the property of Gastery. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Participants only. You are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 29 of these Terms.
28. If for the purpose of any intellectual property right registration of the Gastery, any documentary submission or any other action is required from the Participant, the Participant must provide the Gastery with the respective assistance.

29. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Gastery. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and conditions
30. Gastery retains all intellectual property rights, mostly, but not limited, to copyright, over the source code forming WTR Tokens.
31. There are no implied licenses under the Terms, and any rights not expressly granted to the Participant hereunder are reserved by the Gastery. SEVERABILITY
32. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining Terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

APPLICABLE LAW AND DISPUTE RESOLUTION

33. All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Singapore (Applicable Law).
34. To resolve any dispute, controversy or claim between Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.
35. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by court. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party 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, the Participant and Gastery:
 - 1) waive Your and Gastery's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and
 - 2) waive Your and Gastery's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by Gastery and published from time to time on the Website), without regard to conflict of law rules or principles (whether of the Seychelles or any other jurisdiction).

ENTIRE AGREEMENT

36. These Terms are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree", which shall be published on the Website in such case. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

TERMINATION OF SUSPENSION

37. Notwithstanding anything contained herein, Gastery reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if Gastery believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or Gastery suspension of the Your access to the Website. In the event of any Force Majeure Event, breach of these Terms, or any other event that would make provision of services commercially unreasonable for Gastery, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of Gastery's App. Gastery may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, Gastery will attempt to return any funds stored in Your smart contract number not otherwise owed to Gastery, unless Gastery believes the Participant has committed fraud, negligence or other misconduct.

MISCELLANEOUS

38. Any notice or other communication under the Gastery Token Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for Token Sale. The one and only language of the communication shall be English.
39. Materials, such as Gastery White Paper, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.
40. Gastery and its Affiliates may have the obligation to follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist Gastery in fulfilment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.
41. The Participant will implement reasonable and appropriate measures designed to secure access to:
- 1) any device associated with the email address associated with the Gastery App;
 - 2) private keys required to access any relevant Ethereum address, and;
42. In case the Participant suspect a security breach in any of the above-mentioned, he will inform Gastery immediately so Gastery can take all required and possible measures to secure the Website, the Gastery App, WTR Tokens and systems as whole.

APPENDIX A

1. WTR Tokens are based on the Ethereum protocol and conform to the ERC20 standard.
2. WTR Tokens smart contract address will be published in due time prior to Tokens crowdsale.
3. WTR Tokens carries no rights, express or implied, other than those, set out herein, subject to Gastery successful completion and deployment of the project. In particular, WTR Tokens holders shall not have any influence in the development or governance of Gastery, and WTR Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Gastery.

4. WTR Tokens shall be distributed during the Token pre-SALE and SALE events.
5. WTR Tokens Pre-Sale shall be held during 26.12.2017 - 01.03.2018 and Sale during 01.05.2018 - 01.08.2018 and regulated by these Terms and WTR Token Sale Agreement.
6. Participants understand and accept that they can send an amount of ETH, BTC or BCH equal to the intended purchase amount according to the rate of 1 WTR Token for 0,05 USD during pre-Sale and from 0,08 to 0,1 USD during Sale according to the cost of ETH into a smart contract system on Ethereum and receive the Purchase Amount of WTR Tokens in exchange. There will be in total 98 000 000 (ninety eight millions) WTR Tokens available ("Total WTR Tokens Number"). Gastery shall not create additional WTR Tokens at any time after the initial token release.
7. The maximum amount of funds to be raised during the phase of the Token pre-Sale shall be the amount equal to 8 000 000 WTR Tokens and 90 000 000 WTR Tokens during SALE.
8. WTR Tokens shall be distributed in the following manner:
 - a. 56% of the Total WTR Tokens Number shall be distributed during WTR Tokens crowdsale;
 - b. 4% of the Total WTR Tokens Number shall be allocated to the Bounty campaign;
 - c. 20 % of the Total WTR Tokens Number shall be retained by Gastery;
 - d. 10% of the Total WTR Tokens Number shall be allocated for the Development reserve.
 - e. 10% of the Total WTR Tokens Number shall be allocated to the early investors.
9. Gastery reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Gastery and shall only be used in limited situations, such as, but not limited to:
 - a. serious security issue detected;
 - b. serious network performance issue, depriving all users of equal treatment;
 - c. any type of material attack on the WTR Tokens, Website or Ethereum network.
10. WTR Tokens distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by Gastery and have no relationship in any way with Gastery. The only official and authorized website and WTR Tokens distribution provider is the Website available in the Internet via Gastery.io. The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.
11. Gastery reserve the right to use services of third party services for processing of payments for WTR Tokens.
12. WTR Tokens is not a consumer product and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.
13. WTR Tokens are digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the Gastery as a cryptographically secured payment and reward instrument within the Gastery App only.
14. WTR Token Holders are entitled to the following rights:
 - a. The right to use the Gastery App and to spend and acquire WTR Tokens within the Gastery App;
 - b. The right to acquire and use WTR Tokens in any lawful way;
 - c. The right to receive bonuses intended for the Early Users (if such Participant is considered to be an Early User according to the Gastery White Paper).
15. Gastery accepts the following obligations:
 - a. Obligation to ensure the functionality of the Website and the Gastery App within the framework of Gastery's abilities;
 - b. Obligation to allow Participants to acquire and use WTR Tokens in any lawful way;

- c. Obligation to provide Early Users with certain bonuses as described in the Gastery White Paper;

APPENDIX B

RISKS

The Participant understand that WTR Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Gastery's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Gastery's performance under these Terms. Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the WTR Tokens-sale, or receiving and holding Tokens or such risk. In addition to the above, the Participant also acknowledge that prior to receiving Tokens he have been warned of the following risks, associated with the Website, the WTR Tokens, the Gastery App and other relevant technologies mentioned herein:

A) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the WTR Tokens might be considered to be a security, or that it might be considered to be a security in the future. Gastery does not give warranties or guarantees that WTR Tokens are not a security in all jurisdictions. Each holder of WTR Tokens shall bear its own legal and financial consequences of WTR Tokens being considered a security in their respective jurisdiction. Every Participant is bound to check if acquisition and disposal of WTR Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use WTR Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of WTR Tokens under these Terms is not legal in his jurisdiction, You should not use the WTR Tokens, not acquire them and should immediately stop using or possessing them if such case arises. Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Gastery to provide WTR Tokens and the availability of the Gastery App in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that WTR Tokens are not legal in certain jurisdiction, Gastery will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust WTR Tokens and the Gastery App in a way to comply with the regulation should that be possible and viable.

B) Risks associated with Ethereum

WTR Tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the WTR Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to WTR Tokens, and also other ways.

C) Risk of unfavourable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and WTR Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens

like WTR Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

D) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of WTR Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Gastery shall have no liability for any such loss the Participant incur.

E) Risk of security weaknesses in the Website and/or WTR Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and WTR Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of WTR Tokens.

F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, WTR Tokens, the Gastery App, which could result in the theft or loss of WTR Tokens.

G) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the WTR Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the WTR Tokens, expected proper execution and sequencing of WTR Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Gastery and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the WTR Tokens interact with and consequently the WTR Tokens may be impacted in that way to the extent, described above.

H) Risk of loss of value

Value of WTR Tokens may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the WTR Tokens.

I) Risk of uninsured losses

WTR Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

J) Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, to which the WTR Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that result in the loss of WTR Tokens

K) Internet transmission risks

The Participant acknowledge that there are risks associated with using the WTR Tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that Gastery shall not be responsible for any

communication failures, disruptions, errors, distortions or delays You may experience when using the Website and WTR Tokens, howsoever caused.

L) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Gastery cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

M) Insufficient interest in Gastery, the Gastery App and WTR Tokens

It is possible that Gastery, WTR Tokens or Gastery App will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Gastery App.

N) WTR Tokens and the Gastery App, as developed, may not meet the Participant's expectations

The Gastery App is currently under development and may undergo significant changes before release. The Participant's expectations regarding the form and functionality of the Gastery App and WTR Tokens may not be met upon release of new Website, deployment of the Gastery App, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of WTR Tokens.