

# AQUA Rights Terms and Conditions

If you intend to acquire AQUA Tokens from the AQUA Crowdfunding Events (hereinafter – the “Events”), you should read these Terms & Conditions, 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 the following Terms & Conditions, you shall not participate in the Events or hold AQUA Tokens.

## 1. DEFINITIONS

**1.1 Agreement** – these Terms and Conditions, policies, procedures and all other operating rules that may be issued by A R Foundation and published from time to time on AquaRights.com (including privacy policy, cookie policy etc.).

**1.2 Account** – User’s account, which is created and used to acquire or hold AQUA Tokens. A User is given access to an Account upon its successful creation via providing A R Foundation with all the required information. Only authorized Users have a right to hold AQUA Tokens on the terms provided herein.

**1.3 Water Rights** – a water right is a legal entitlement authorizing water to be diverted from a specified source and put to beneficial, non-wasteful use. Most water rights are property rights, but their holders do not own the water itself. They possess the right to use it. The exercise of some water rights requires a permit or license from a governing body, whose objective is to ensure that the water is put to the best possible use, and that the public interest is served.

**1.4 Crowdfunding Events** – The A R Foundation will be accepting contributions to support the genesis of the AQUA Rights platform and portfolio. Contributors may exchange ETHER (ETH) for AQUA Tokens during crowdfunding events via the AquaRights.com website. At the successful conclusion of the crowdfunding events the AQUA tokens will be distributed to contributors.

**1.5 ETHER or ETH** – Ether is a necessary element -- a fuel -- for operating the distributed application platform Ethereum. It is a form of payment made by the clients of the platform to the machines executing the requested operations. To put it another way, ether is the incentive ensuring that developers write quality applications (wasteful code costs more), and that the network remains healthy (people are compensated for their contributed resources).

**1.6 AQUA Tokens** – digital tokens are smart contracts running on top of the ethereum blockchain which contain code functions and can interact with other contracts, make decisions, store data, and sent to others. The code describes the behavior of the token and identifies proof of membership of their holders in the AQUA Rights platform (a digital system, not a legal entity). Though AQUA Tokens may have aspects in common with securities, AQUA Tokens are not securities, are not registered with any government entity as a security, and shall not be considered as such.

**1.7 A R Foundation** - a company, registered under the laws of Nevada, USA. In no way shall the A R Foundation be deemed a partner, employer or agent for any User or providing any financial services thereto.

**1.8 Website** - the website maintained by the A R Foundation LLC at AquaRights.com.

## **2. GENERAL INFORMATION**

**2.1** These Terms are a legally binding Agreement between you, the “User”, on the one part, and the A R Foundation, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

**2.2** These Terms define basic mutual rights and obligations of the A R Foundation and the Users, either registered or just visiting, including but without limitation, for the purpose of acquiring the AQUA Tokens.

**2.3** By acquiring or holding AQUA Tokens users accept these Terms in full and agree to be bound thereby and comply therewith.

**2.4** These Terms are effective at the time the Users acquires AQUA Tokens. The Users may withdraw from their obligation under the Terms at any time by discontinuing the holding of AQUA Tokens.

**2.5** The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at the A R Foundation’s sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the tokens after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof.

**2.6** By acquiring or holding AQUA Tokens, you covenant, represent, and warrant that:

- you are of an age of majority 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;
- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their acquisition 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;
- 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.

**2.7** You shall not acquire or hold AQUA tokens if you are prohibited under the applicable law. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of AQUA Tokens under the applicable law should not and is prohibited accessing, referencing, engaging, or otherwise using AQUA Tokens.

## **3. AQUA TOKENS ACQUISITION**

**3.1** AQUA Tokens are available to eligible contributors during the period of the AQUA Events set out herein. No additional AQUA Tokens will be available for purchase.

**3.2** The AQUA Tokens will be Ethereum-based cryptographic tokens of value. The Pre-crowdfunding event from July 31, 2017 to August 15, 2017 will enable early supporters to contribute before the scheduled opening date for the AQUA Rights platform token crowdfunding event. AQUA Tokens will be offered at a 30% discount during the Pre-crowdfunding event. Cap will be set to 10,000,000 AQUA tokens for the Pre-Crowdfunding event. Contributors may exchange ETHER (ETH) for AQUA Tokens.

Crowdfund Event- August 16, 2017 to September 15, 2017 will enable all supporters to contribute to the AQUA Rights platform token crowdfunding event. AQUA Tokens will be offered at a discount during the early stages of the Crowdfunding event. Cap will be set to 100,000,000 AQUA tokens for the Crowdfunding event. Contributors may exchange ETHER (ETH) for AQUA Tokens. If a minimum pledged value goal of \$1,000,000.00 million USD is not achieved, contributions will be returned to the supporters after the close of the crowdfunding event. The number of the AQUA Tokens allowed for purchase by one User is not limited. Minted AQUA tokens will be distributed via an Ethereum Smart contract to contributors, based on the amount pledged, following the successful conclusion of the crowdfunding event. The AQUA Tokens will not be issued again.

**3.3** The AQUA Tokens are the proof of their holders' membership in the AQUA Rights platform (a digital system, not a legal entity). The AQUA Tokens provide to their holders a right to provide feedback on the matters related to the functioning of the AQUA Rights platform.

**3.5** The A R Foundation does not accept fiat currency for AQUA Tokens. In order to acquire AQUA Tokens during the Events contributors shall exchange such funds for Ethereum (ETH).

**3.6** The AQUA Tokens acquired during the Events may be sold and transferred by the User at any time after the Events via cryptocurrency exchanges if the AQUA Tokens are listed by that exchange. It is hereby stipulated and declared to be the intention of the Parties that 70% of the funds raised during Events shall be used as a starting base for the portfolio of water rights, that 15% of the funds raised during Events shall be used to establish the reserve fund and that 15% of the funds raised during Events shall be used for operational cost.

**3.7** BY ACQUIRING AQUA TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE USER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING AQUA TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

**3.8** THE A R FOUNDATION SHALL RESERVE THE RIGHT TO REFUSE SELLING AQUA TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW.

#### **4. USER REGISTRATION AND ACCOUNT**

**4.1** Upon your request to acquire AQUA Tokens, you will be instructed to register and an individual Account including a login and a password may be created. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to the A R Foundation Privacy.

**4.2** You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private and to immediately notify the A R Foundation at once of any unauthorized Account activity you may be aware of and modify your login Information. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

**4.3** You may deactivate your registration, at any time and for any reason, by sending an email request to [info@aquarights.com](mailto:info@aquarights.com). Termination of your use of and registration may occur at any time if you violate these Terms, without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party.

## **5. THIRD-PARTY WEBSITES AND SERVICES**

**5.1** Links to third-party websites and services are provided for convenience, but their presence does not represent a recommendation by the A R Foundation. In addition, the A R Foundation does not guarantee their safety and conformity with any user expectations. Furthermore, the A R Foundation is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

**5.2** The A R Foundation 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.

## **6. INDEMNIFICATION**

**6.1** To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the A R Foundation 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 A R Foundation arising out of a breach of any warranty, representation, or obligation hereunder.

## **7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY**

**7.1** AQUA TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR ACQUISITION OF ANY AMOUNT OF THE AQUA TOKENS AND THEIR USE.

**7.2** YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE A R FOUNDATION DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, OF WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON WEBSITE, FROM ACQUISITION OF THE AQUA TOKENS OR THEIR USE

BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF A R FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**7.3** YOU UNDERSTAND AND AGREE THAT THE A R FOUNDATION SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE AQUA TOKENS OR ETHER. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE A R FOUNDATION SHALL NOT GUARANTY IN ANY WAY THAT THE AQUA TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE EVENTS.

**7.4** YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING THE USE AND ACQUISITION OF THE AQUA TOKENS, AND THAT THE A R FOUNDATION SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE AQUA TOKENS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

**7.5** THE A R FOUNDATION DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE, WHITEPAPER OR OTHER MATERIALS ARE ACCURATE OR RELIABLE OR ARE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED. THE A R FOUNDATION SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITES AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

## **8. INTELLECTUAL PROPERTY RIGHTS**

**8.1** The A R Foundation 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 distributing of the AQUA Tokens and its activities generally.

**8.2** In no way shall this Agreement entitle the User for any intellectual property of the A R Foundation, including the intellectual property rights for the website including all text, graphics, user 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 the A R Foundation and is protected by the Intellectual Property Rights and fair competition laws.

**8.3** There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the A R Foundation.

## **9. JURISDICTION AND DISPUTE RESOLUTION**

**9.1** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Nevada, USA.

**9.2** To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate 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.

**9.3** 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 exclusive jurisdiction of Nevada USA courts under the applicable law, as set out in clause 9.1. hereof.

## **10. MISCELLANEOUS**

**10.1** Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. 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.

**10.2** Assignment. The A R Foundation may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the A R Foundation, which the A R Foundation may withhold at its sole discretion, shall be void.

**10.3** Severability. If any term, provision, covenant or restriction of this Agreement 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.

**10.4** The User may send any questions regarding the use of the AQUA Tokens or regarding this Agreement via e-mail at [info@aquarights.com](mailto:info@aquarights.com).