

DISCLAIMER

Avatara ICO

Effective March 3rd, 2018

The glossary (has no legal status but is intended to be a practical internal working tool).

“The Platform”, “Avatara ICO Platform”, “Avatara ICO”, include Avatara websites, mobile applications, or other products or services (collectively, the “Services”), include the web pages at the Avatara domain and our online services (“Services”).

“Token”, “AvataraCoin”, “Avatara ICO Tokens” – units of value released by our company in blockchain system.

By purchasing, owning, and using Avatara ICO Tokens (AvataraCoin), you expressly acknowledge and assume the following:

This Agreement as well as White Paper is intended for distribution solely on information purposes. Avatara ICO does not guarantee the accuracy of the conclusions and statements reached in this Agreement as well as White Paper. This Agreement as well as White Paper does not comprise any advice by company, the directors, or any other person, and does not comprise recommendation to any receiver, by the virtues of participation in the token receiving processing.

This document and the documents attached thereto or associated therewith contain forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

These forward-looking statements, including, without limitation, statements regarding anticipated use of proceeds from the token sale, are based on current expectations, estimates and projections about our industry, Company management’s beliefs, and assumptions made by Company management. Words such as “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” and variations of such words and similar expressions are intended to identify such forward-looking statements.

These statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict; therefore, actual results may differ materially from those expressed or forecasted in any forward-looking statements due to a variety of factors, including, without limitation, our ability to meet the minimum token sale amount, if any, unanticipated costs and expenses related to the token sale, changes in Company’s financial condition or business strategy that impact the use of proceeds from the token sale, and other factors. The risks and uncertainties include those noted in “Risk Factors” document provided in connection with the token sale (available on token sale website).

Undue reliance should not be placed on the forward-looking statements in this whitepaper or any associated materials, which are based on information available to Company on the date hereof. Company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent that Company is required to do so by law.

AvataraCoin falls under the classification of a utility token and NOT an investment or security token. The receiving of Avatara ICO Tokens and AvataraCoin Tokens themselves are not: software, currency, securities, commodities; swaps on currency, securities or commodities; or any other kind of financial instrument of any kind as may be determined by any national legislation.

Holders comprehend and fully accept the fact that ownership of Avatara ICO Token does not grant them the right to expect or to receive proceeds, revenue, or other payments or returns arising from the attainment, holding, administration or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit within the Avatara ICO Platform and project or any other Platform property, partially or entirely.

Buyer should not participate in the purchase of AvataraCoin only for investment purposes. Avatara ICO Tokens are not designed for investment purposes and should not be considered as a type of investment as may be defined by any national legislation.

Avatara ICO Tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, including without limitation any uses, purposes, attributes, functionalities or features except those that are provided by Avatara Platform and this Agreement.

To the extent the tokens sold in connection with this token Sale may be securities under U.S. Securities Act of 1933, these tokens are offered only outside of the United States to non-U.S. persons, pursuant to the provisions of Regulation S of the U.S. Securities Act of 1933, as amended. These tokens will not be registered under the Securities Act, and may not be offered or sold in the United States absent registration or under an applicable exemption from the registration requirements and the purchasers should not assume they will be able to resell their tokens.

Neither the Securities and Exchange Commission nor any state regulator has passed upon the merits of or given its approval to the tokens, the terms of the token Sale, or the accuracy or completeness of any associated materials. Buying tokens involves risks, and purchasers should be able to bear the loss of their entire purchase. All the participants must make their own independent evaluation, after making such investigations as they consider essential, of the merits of participating in the token receiving and Avatara ICO activities.

Buyer acknowledges, understands and agrees that the purchase and receipt of Avatara ICO Tokens may have tax consequences for Buyer. Avatara ICO bears no liability or responsibility with respect to any tax consequences to Buyer. Buyer is solely responsible for the compliance with any such tax obligations the Buyer may have and Buyer may be considered as tax agent in accordance with the laws of his/her tax residency.

Buyer acknowledges understands and agrees the Avatara ICO tokens may have no real value that can be neither calculated nor expressed in any material equivalent.

Avatara ICO has the right to change incorporation country and jurisdiction without prior notice in order to seek the most favorable legal treatment and protection. The incorporation and jurisdiction can be changed without prior notice.

Upon Avatara ICO's request, Buyer will immediately provide to Avatara ICO any and all information and necessary documents that Avatara ICO, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include but are not limited to passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Avatara ICO disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Avatara ICO may refuse to distribute Avatara ICO Tokens to Buyer or to utilize Avatara ICO Tokens in the Avatra ICO Platform until such requested information is provided.