



Terms of Service for Monster Byte Inc ICO

Monster Byte (ICO) tokens will be sold on the the monsterbyte.io Platform, Terms of Service and Terms of Use Last Updated June 21, 2017

The following terminology applies to these Terms and Conditions of Use (our "Terms"), the Privacy and Transparency Statement, and any and all other agreements between you and us: "Client," "Customer," "User," "You," and "Your" refer to you, the person accessing monsterbyte.io, the website of Monster Byte Inc, and accepting our Terms. "The Company," "Monster Byte," "monsterbyte.io," "Ourselves," "Website," "We," and "Us" collectively refer to the internet website monsterbyte.io and the corporate entity Monster Byte Inc, and to its owners, operators, employees, directors, officers, employees, agents, insurers, suppliers, and attorneys. "Monster Byte tokens," "Monster Byte digital tokens," and the ticker symbol "MBI" all refer to the digital blockchain based asset on offer through the Initial Coin Offering. "ICO" and "Initial Coin Offering" refer to Monster Byte Inc's offer of Monster Byte tokens hosted on monsterbyte.io "Party" refers to either you or us. In these Terms, unless otherwise specified, words indicating the singular shall be understood to include the plural and vice versa and words indicating gender include all genders. "Digital asset," "asset," "coin," "digital currency," "good," "ledger entry," "altcoin," and "token" refer to blockchain-based software ledger data entries.

By using the monsterbyte.io website, you represent and warrant that you are at least 18 years old and have full capacity to contract under applicable law; only transacting on monsterbyte.io with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of monsterbyte.io; and, comporting with and obeying all applicable laws.

We reserve the right to terminate your access to monsterbyte.io for any reason, including but not limited to breaches of our Terms, at our sole and absolute discretion. The use of Terms of Service for Monster Byte ICO monsterbyte.io constitutes a violation of our Terms of Service where prohibited by applicable law.

1. Terms

By accessing the monsterbyte.io website, you agree to be bound by our Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with — and that you are compliant with — applicable law. If you do not agree with any of our Terms, you are prohibited from using or accessing the Website; your only recourse is to stop using the Website. Any use of the Website is deemed your acceptance of our Terms as they may be modified and amended from time to time. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties. You should check back often in case our Terms undergo changes. By accepting our Terms, you expressly allow us to export data outside of the jurisdiction in which you reside and/or are located and/or any mediating proxy server(s) is/are located when you access monsterbyte.io.

2. Limitations

Use of monsterbyte.io and use of Monster Byte tokens (MBI) may carry financial risk. Monster Byte tokens, therefor, are to be used as experimental software utilities only. In no event shall Monster Byte Inc, or monsterbyte.io be liable or responsible for any damages, claims, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of digital currency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: our Terms; the Privacy and Transparency Statement; any service of monsterbyte.io; the use of monsterbyte.io; the use of Monster Byte tokens; any use of your digital assets or digital currency on monsterbyte.io by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as " Losses"). monsterbyte.io is hereby released by you from liability for any and all Losses. We disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if monsterbyte.io has been advised of or should have known of the possibility of such losses Terms of Service for Monster Byte ICO and damages, and without regard to the success or effectiveness of other remedies. Notwithstanding anything else in our Terms, in no event shall the combined aggregate liability of Monster Byte Inc for any Loss hereunder exceed \$50.00 USD.

3. Prices, Exchange Rates, and Confirmations

Digital currency and digital assets are highly experimental and risky. The conversion service available on monsterbyte.io to convert to or from Bitcoin and alternative digital currencies attempts to provide accurate price and exchange rate information, but this information is highly

volatile and can change quickly without users necessarily being aware of these changes. Monster Byte Inc typically regards digital currency payments as “accepted” when one block confirmation has been registered, however, due to varying security between blockchains, Monster Byte Inc reserves the right to require additional block confirmations to reduce risk of fraudulent double spending attempts or errors related to forks. monsterbyte.io may occasionally accept a payment with zero confirmations, though this decision is at monsterbyte.io’s sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by monsterbyte.io of that payment. The User’s payment must be received by Monster Byte Inc within a period of 25 minutes in order to receive the guaranteed exchange rate. Please contact Monster Byte Inc customer support for more information on exchange rates.

4. Monster Byte Inc ICO Coin Distribution on monsterbyte.io

4.1 Duration of the ICO: The ICO Period starts on July 3rd, 2017 and ends August 3rd, 2017

4.2 ICO Returns and Refund Policy Important: Digital currencies, tokens, and digital assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. For these reasons, customers may not receive refunds for confirmed transactions.

4.3 ICO Start Date: Monster Byte Inc reserves the right to change the start date of the ICO as well as the right to extend the sale duration for any reason, including early completion of the sale of tokens, failure to complete the sale of Monster Byte tokens (MBI) designated for offer in any round, the unavailability of the monsterbyte.io ICO website, or other unforeseen security or procedural issues. Although Monster Byte Inc does not currently anticipate doing so, it also reserves the right to shorten the sale duration for any reason.

4.4 Valuation of Monster Byte tokens (MBI) during the ICO: MBI tokens for the first rounds will be valued at a fixed rate of \$0.08 cents, in subsequent rounds MBI tokens will be valued at a fixed rate of \$0.11 cents.

4.5 ICO Portal: The ICO will be conducted by Monster Byte through the following website: monsterbyte.io.

4.6 Monster Byte (MBI) Token Distribution: All Monster Byte Inc (MBI) digital tokens purchased or received during the ICO will be distributed within 7 days of the closing date of the ICO through participants via the Waves Platform. Only 10,000,000 Monster Byte tokens have been created and allocated for this ICO, in total 40,000,000 Monster Byte tokens exist and that will never increase.

8. Governing Law

The Agreement and these Conditions shall be governed by and construed in accordance with the law of Panama, and any and all laws applicable therein.

9. Permissible Use

Monster Byte Inc and all its services may be used only as a mechanism of software ledger entry translation between the User and Monster Byte Inc. You are prohibited from using monsterbyte.io. for the purpose of transacting ledger entries with other parties, with the exception of explicit payment for goods and services.

10. Terms of Use Modifications

Monster Byte Inc may revise our Terms at any time and without notice to you or third parties. By using the monsterbyte.io website, you agree to be bound by the then-current version of our Terms.

11. Costs

From time to time, we may need to spend time dealing with issues brought to us by customers. Where any customer issue is not caused by our negligence or oversight, we reserve the right to recover reasonable administrative costs spent addressing the customer issue, including costs related to technology deployed to address the customer's issue and compensation provided for the Monster Byte Inc customer service representative's labor hours.

12. Privacy and Transparency Statement

Monster Byte Inc respects the privacy of its Users by not requesting any information that is unnecessary for the use of the service or to comport with our obligations under applicable law. You accept that Monster Byte Ince will generally comply with all reasonable legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries; to respond to legal process; to respond to the order of a court of competent jurisdiction and those exercising the court's authority; and, to protect Monster Byte Inc and our users.