



Upfiring

Terms and Conditions

UFR Legal and Regulatory Information

October 3rd, 2017

Terms and Conditions

This document describes the Upfiring Contribution Period v1.0. in which UFR tokens are to be sold in a token sale. By purchasing UFR, you agree to be bound by these Terms and any terms incorporated by reference into this document.

Disclaimer

Do not participate in the contribution period unless you have read and fully understand these Terms. It is your sole responsibility to determine if you can legally purchase UFR in accordance with the laws of your home or applicable jurisdiction, and you must not purchase any UFR if you are not able to legally do so under the laws of your applicable jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring UFR as set out in these Terms.

Rights in Upfiring

UFR Tokens are not intended to be structured or sold as securities, commodities, digital currencies or any other form of financial or investment product. Accordingly, none of the information presented by Upfiring in respect to UFR tokens is intended to form the basis for any investment decision, and no recommendations are intended. Upfiring expressly disclaims any and all responsibility for any direct, indirect or consequential loss, damage, cost or expense of any kind whatsoever arising directly or indirectly from, or otherwise in connection with:

- (i) reliance on any information contained herein;
- (ii) (ii) any error, omission or inaccuracy in any such information; or
- (iii) (iii) any action resulting from such information.

Ownership of UFR Tokens carries no rights, express or implied, other than the right to use the UFR Tokens as a means to enable usage of and interaction with the Upfiring Application, if or when it is successfully completed and deployed. In particular, you understand and accept that the UFR Tokens do not represent or confer:

- (i) any ownership right, share or security (or any equivalent right) in Upfiring, any other company or the Upfiring Application;
- (ii) any future right to receive an interest or revenue share in Upfiring, any other company or the Upfiring application;
- (iii) any future right to receive an interest in any intellectual property rights relating to the Upfiring application; or
- (iv) any other form of participation in or relating to Upfiring or the Upfiring application, other than a right to participate in the Upfiring application (if and when it is deployed) for the duration of the time you hold such UFR Tokens.

Purpose and Use of UFR tokens in the application

You acknowledge that the purpose of UFR is to facilitate file-transfers within the Upfiring application(s) and ownership of UFR carries only the possibility of future rights relating to the provision and receipt of such services via the Application, if successfully completed and deployed.

In particular, you understand and accept that UFR do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Upfiring or any other entity or business, and no such rights will be implied. Any possible future rights will be limited to an access right or license to use the Upfiring application in the manner proposed in the Upfiring Whitepaper, subject to the Application's terms and conditions for usage, if such Application is successfully completed and deployed. UFR Tokens, with their current functionality and associated rights, are not intended to be a security, commodity or any other kind of financial product.

Sale Timing and Funds

The event start date and end date are set on the Upfiring website, found at <https://www.upfiring.com>. The sale is expected to run for 4 weeks. Upfiring reserves the right to change the duration of the sale for any reason, at any time – including, but not limited to the unavailability of the website or Ethereum blockchain for any amount of time, or any other unforeseen security or procedural issue.

Funds are not guaranteed and any/all risks associated with the smart contracts must be evaluated at the time of investment. The token contract code and crowdsale contract code are publicly available. By participating in the crowdsale, you understand that the deployed smart contract is largely decentralized once deployed and Upfiring is not able to control the minting of UFR tokens from the contract. Upfiring accepts no responsibility for incorrectly contributed to funds. Any procedural error that occurs during investment is on the contributor, including sending funds to the wrong Ethereum address or the loss of funds.

All purchases of UFR are final and non-refundable. By purchasing UFR, you acknowledge that Upfiring is not required to provide a refund for any reason. You will not be compensated for UFR that is unused and its value can not be guaranteed under any circumstances.

Risks, Liabilities and Taxation

Upfiring makes no representations concerning the tax implications of the sale, possession or use of UFR. The purchase of UFR is exclusive of all applicable taxes. You bear the sole responsibility to determine what, if any, taxes apply to the purchase of UFR by BTC, ETH, LTC or equivalent fiat currency, or the potential appreciation or depreciation in the value of UFR over time, in your home or other applicable jurisdiction. By purchasing UFR, and to the extent permitted by law, you agree not to hold Upfiring liable for any tax liability or responsibility for withholding, collecting, reporting or remitting any sales, use, value added, or similar tax, associated with or arising from the purchase of UFR. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate taxation authorities. Upfiring will not be held responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of UFR.

More Information

If you would like any further information about our privacy policies, practices, or terms and conditions, please contact us at support@upfiring.com.

- END OF TERMS AND CONDITIONS -