

Terms and Conditions

re:water

Last updated **10 February 2022**

Please read these Terms and Conditions (“**Terms**”) carefully before using our website <https://www.rewater.io> (“**Website**”) and re:water app (“**App**”), available through the App Store, Play Market.

These Terms contain essential information about your legal rights and obligations. If you disagree with these Terms, please do not continue using the Website and do not download the App.

The App and the Website are operated by PLC EMCLEGAL OÜ (“**EMCLEGAL**” or “**we**”).

Our Privacy Notice for the App describes our collection and use of personal data connected to your access to and use of the App.

Our [Privacy Notice for the Website](#) describes our collection and use of personal data connected to your access to and use of the Website.

If you have any questions or comments about these Terms, please [contact us](#).

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Entire agreement

In brief:

- *This is an agreement between EMCLEGAL and our users.*
- *Using the Website or the App, you agree to comply with these Terms and applicable laws and regulations.*
- *To use the Website or the App, you have to obtain full legal capacity.*
- *To use the Website or the App, you shall not be a resident of the United States of America, People's Republic of China, or other countries, which prohibit the conclusion of this agreement.*
- *We may request your documents before the transactions to fulfill our legal obligations.*

These Terms and any operating rules and policies posted on the Website or in the App, including [Privacy Notice for the App](#) and [Privacy Notice for the Website](#), constitute the entire legally binding agreement and understanding between EMCLEGAL and our users (“**you**” or “**user**”), governing your access to and use of the Website and the App.

By using the Website or downloading the App, you declare and warrant that:

- you have read, understand, have the legal capacity to and with this agree to be legally bound by and to comply with these Terms in full;
- you have full legal capacity, which means you have reached 18 years or other relevant age and are not restricted otherwise;
- you are not a resident of the United States of America, People's Republic of China, and according to your local jurisdiction, you are eligible to enter into this agreement and have no restriction to use the App;
- you comply with these Terms and all applicable laws and regulations.

To fulfill our legal obligations, including Anti-Money Laundering and Combating the Financing of Terrorism regulations, we may request your documents before the transactions both on the Website and in the App.

Tiles purchase

In brief:

- *To play our game, you have to buy the Tile Tokens.*
- *You can buy Tile Tokens on our Website or in the App for \$BUSD stable coin.*
- *The amount of Tile Tokens available for one user to buy is limited to 9.*
- *To receive the Tiles in the game, authorize and create a wallet in the App.*
- *The sale of the Tile Tokens is divided into 10 batches – 51,600 Tile Tokens each.*
- *The price of the Tile Tokens in the first batch starts at \$1 and ends at \$32, in the following batches the price doubles reaching \$1024.*

To start playing our game through the Website or the App, you have to purchase at least one of our NFT-Tokens (“**Tile Tokens**”) linked to the tiles in the game (“**Tile**”). Read more about the use of the Tiles in the “[Game process](#)” section and on our [Website](#).

Price

To give everyone equal opportunities, we have limited the amount of Tile Tokens one user can purchase to 9 Tile Tokens.

The total amount of Tile Tokens is limited to 516,000, as well as the total amount of Tiles in the App. The sale of the Tile Tokens is divided into 10 batches – 51,600 Tiles each.

We set the price of the Tile Token you can buy on the Website – it starts from 1 United States dollar at the first batch, and it gradually grows to reach 1024 United States dollars.

The full price range of the Tile Batches is as follows:

Batch 1	\$1-\$32
Batch 2	\$32-\$64
Batch 3	\$64-\$128
Batch 4	\$128-\$256
Batch 5	\$256-\$512
Batch 6	\$512
Batch 7	\$512
Batch 8	\$512-\$1024
Batch 9	\$1024
Batch 10	\$1024

How to purchase

To purchase the Tile Tokens, use the Website or App.

Proceed 3 simple stages:

1. Authorize with Gmail, iCloud, or Twitter.
2. Choose the Tiles you want to purchase.
3. Transfer the indicated amount of \$BUSD to the indicated unique crypto address we provide you with.

Once the transfer is completed, we will notify you to the email address linked to your Gmail, iCloud, or Twitter account.

From the moment of the notification, the Tile Tokens are linked to this Gmail, iCloud, or Twitter account.

How to receive

To receive your Tile Tokens, authorize in the App via the Gmail, iCloud, or Twitter account you used during the purchase process and create the wallet.

Proceed 3 simple stages:

1. Authorize with Gmail, iCloud, or Twitter.
2. Create your wallet, indicating your seed phrase.
3. Claim your Tile Tokens.

After this, your purchased NFT Tiles are tied to your personal wallet and are under your control in the game.

\$WTR purchase

In brief:

- You may receive \$WTR in the game.
- You can buy \$WTR under the separate agreement through the private sale procedure.
- You can also buy \$WTR through [PancakeSwap](#), other exchanges, and other third-party services.

To fight more successfully in our game, you need \$WTR coins within re:water private blockchain. Read more about the use of \$WTR coins in the "[Game process](#)" section and our [Website](#).

You may receive \$WTR in our game during [Water Drop and Rain](#).

You can buy an additional \$WTR under the separate agreement through the private sale procedure – just leave your email following [the link](#).

You can also purchase an additional \$WTR through [PancakeSwap](#), other exchanges, and other third-party services.

Game process

In brief:

- *Water Drop and Rain give you \$WTR.*
- *You can increase your gains of \$WTR by staking supported crypto tokens there.*
- *You can lose all your assets irresistibly due to the Conflict Auction, and we will not be able to make any refunds.*
- *You can create your Alliance or join an existing one to protect yourself and mine more \$WTR.*

Water Drop and Rain

Until the end of the first phase – Colonization, you can only purchase the Tiles and see the map of the world.

The second phase is the Water Drop when each of the Tiles claimed during the Colonization phase will automatically receive the initial \$WTR coins drop with a chance of 50%.

After the Water Drop, Rains will start regularly happening, distributing the \$WTR coins from the unique liquidity repository called “the Global Cloud” or “Cloud” among the *activated Tiles. (A Tile is considered to be activated if it has enough water staked inside. The level of water activation amount may vary and is stated inside the game interface.) The \$WTR coins stored in the Cloud have not yet been mined and do not belong to anyone.

You can increase the amount of the \$WTR coins your Tiles receive by increasing your Tiles’ Gravity. To increase Gravity, you have to stake any supported crypto tokens in the Tile. The Gravity of the Tile will be determined by the total value of the tokens staked in the Tile. The price of the tokens in the Tile is determined by our Oracle software and regularly updated.

The more Gravity a Tile has the bigger portion of \$WTR coins distributed during the Rain it attracts. Each tile receives the proportion of its own gravity points to the total sum of gravity points in the system.

Pay attention to the fact that once you stake tokens in the Tile they can be frozen during conflict auction until its full resolution.

Conflict Auctions

Anyone can use his or her \$WTR coins to challenge the ownership of Tiles on the world map. We call it the Conflict Auction.

To do so, attack the owned Tile with some amount of \$WTR coins that you have in your personal wallet. The defender will receive notification and have 12 hours to gather \$WTR coins and place the defending bid. The defending party has the privilege of defense cost. After the defending bid has been placed the opposing party has 12 hours to continue the attack with an offense bid.

The last bid that remains unopposed wins the Conflict Auction.

In any outcome of the conflict, 90% of used \$WTR coins of both parties of the Conflict Auction will be evaporated (sent) back to the Cloud.

If the attacker wins, the attacker receives ownership of the Tile of conflict and all the tokens staked in it.

If the defender wins, the defender retains his or her Tile and all the tokens staked in it.

You can lose all your assets irresistibly as a result of the Conflict Auction, and we will not be able to make any refunds. Please consider insurance functionality to optimize your risks.

Alliances

You can create your Alliance or join an existing one.

Each Alliance has a Defense Pool created of members' \$WTR contributions. This Defense Pool will defend each member's Tile from possible attacks.

Alliances receive a separate extra portion of Rain.

The creators of the alliances will be able to choose their own administration system. Depending on the present structure, its income distribution, defense pool gathering, and other important decisions will be made.

Account

In brief:

- *By authorizing for the first time, you create an Account.*
- *Your seed phrase is the only key that can help you restore access to your wallet.*
- *We can terminate your Account at your request, but not your wallet.*

By authorizing via Gmail, iCloud, or Twitter account on the Website or in the App for the first time, you create an account ("**Account**").

If you lose access to your Gmail, iCloud, or Twitter account linked to the Account, we can not restore it for you.

If you lose your seed phrase, we will not be able to restore access to your wallet.

To irreversibly terminate your Account, please [contact us](#). We will be able to delete your Account, but not your wallet.

Risks associated with tokens

In brief:

- *There are high risks associated with using cryptographic and blockchain-based systems.*
- *You solely shall bear these risks.*

By using the App or the Website, you represent that you understand the risks associated with using cryptographic and blockchain-based systems and have a working knowledge of the usage and intricacies of digital tokens.

You further understand that there are risks of accessing and using the App or the Website, including:

- App or Website suspension for maintenance;
- system failure to transmit data;
- force majeure, that led to the suspension of the App or the Website;
- App or Website interruption or delay due to hacking, computer virus, App or Website update, the computer system being damaged and other reasons;
- App, Website, or the Terms changes due to changes in laws and regulations or governmental orders;
- inability to trade your digital tokens due to staking;
- market or technical anomalies.

You understand and agree to assume full responsibility for all of the risks of accessing and using the App or the Website, and you agree that EMCLEGAL is not responsible for any loss you may experience as a result of these risks.

You are responsible for doing your own research/due diligence and ensuring that you may legally transact in this digital token in the jurisdiction where you reside.

Intellectual property

In brief:

- *EMCLEGAL owns the Website, the App, and all the content.*
- *EMCLEGAL gives you the right to use it.*
- *We give you certain rights to use the Website and the App and content for your personal use.*
- *But you are prohibited from copying and distributing content in violation of the rights of EMCLEGAL.*

The App and the Website are owned and controlled by EMCLEGAL.

All materials of the Website and the App, including text, graphics, information, images, drawings, trademarks, logos, video, sounds, music, software, and other materials (collectively, “**Content**”), as well as copyright and other intellectual property rights to such Content belong to EMCLEGAL or is included in the Website or the App with the consent of the owner.

Subject to your compliance with these Terms, EMCLEGAL with this grants you a limited, temporary, personal, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to access and use the Content and to download and use the App or the Website on the device(s) that you lawfully own or control in the manner provided for in these Terms.

Under this license, you may not:

- sell, lease, rent, license, sublicense or otherwise distribute the App or the Website software;
- copy, decompile, disassemble, translate or reverse engineer the App software, in whole or in part;
- write or develop any derivative software, make an attempt to derive the source code of, modify, or create derivative works of the App or the Website software, and its updates;
- provide, disclose, divulge or make available to, or permit the use of the App or the Website software by any third party without EMCLEGAL's prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by EMCLEGAL or any of EMCLEGAL's providers or any other third party (including another user) to protect the App and the Website.

You are not allowed to use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of EMCLEGAL or owners of the Content.

Any attempt to do so is considered a violation of these Terms and the rights of EMCLEGAL. If you violate any of these restrictions, your use of the App or the Website will be reviewed and terminated, and you may be subject to legal actions and damages.

EMCLEGAL may provide upgrades, modifications, updates, or additions to the App software during the term of this license. The terms of this license shall be applied to any such modification unless a separate license accompanies it.

It is understood and agreed that EMCLEGAL is the owner of all right, title, and interest in and to the original, and any copies of the App or the Website software and related information, improvements, enhancements, or derivatives to it and ownership of all intellectual property rights on it, in whole or in part, shall be, vest with, and remain the exclusive property of EMCLEGAL.

If you download or copy the Content, no right, title, or interest in any downloaded or copied Content is transferred to you due to any such downloading or copying. You are not allowed to reproduce, publish, transmit, distribute, modify, create derivative works, or otherwise use the Content for commercial or illegal purposes without our prior written permission. You agree not to change or delete any ownership notices from materials downloaded or printed from the Website or the App.

You are also advised that we are determined to enforce our intellectual property rights to the fullest extent of the law, including through civil remedies and criminal prosecution.

Your license to use the App and the Website is automatically revoked if you violate these Terms. We reserve all rights not expressly granted in these Terms.

Third-party websites and services

In brief:

- *Some App or Website functions may depend on third-party services or the websites you visit, which we do not control; therefore, we cannot guarantee the uninterrupted operation of all App and Website features.*

Some App or Website features are available in compatibility with third-party services, including the authorization. We cannot guarantee that any currently supported third-party services will remain compatible with the App and the Website and that all features are constantly available and uninterrupted.

You can visit third-party websites, which we do not control, using the App or Website. We are not responsible for the content of such websites. We cannot guarantee that all the websites are compatible with the App or Website software, all features are constantly available and uninterrupted, or that you will have access to the website. EMCLEGAL reserves the right to block any user's access to any content, website, or web page at our sole discretion.

You acknowledge that different terms of service and privacy policies may apply to your use of third-party websites, services, and content. EMCLEGAL shall not be held responsible for any losses, damages, or other liabilities incurred due to your interaction with those third-party websites and services.

Warranties and disclaimers

In brief:

- *The App and the Website are provided to you "as is."*
- *We do not promise that it will function as provided in these Terms and disclaim all other warranties.*
- *However, the App and Website software may malfunction, in which case we will take every effort to resume its correct operation.*

The App is provided to you "as is."

EMCLEGAL warrants that the App and Website will perform substantially according to its documentation within the period of your license. EMCLEGAL disclaims all other warranties regarding the App and the Website, its features, and content, to the fullest extent permitted by law, including without restrictions, guarantees of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights of third parties or other rights.

EMCLEGAL may provide updates to the App and the Website from time to time that you have to install to continue using the App and the Website. You agree that we may cease to be available to your data without any notice after an update or without such.

We do our best to keep your data safe and secure and maintain the App and the Website functionality. However, the App and the Website may be subject to unavailability for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, refused, limited, or curtailed.

We are not responsible for data loss or the inability to use passwords or other information for login or identification.

We are not making any promises of any kind, including the App's, Website's and Content's accuracy, usefulness, reliability, and correct operation.

EMCLEGAL does not guarantee that the App and the Website will be uninterrupted or secure, that any defects will be corrected, or that the App and the Website are free of viruses or anything harmful.

Limitation of liability

In brief:

- *You are responsible for your use of the App and the Website in compliance with these Terms and any applicable laws and regulations.*
- *EMCLEGAL's liability is limited under this section, so please read it carefully to understand what to expect.*

EMCLEGAL is not responsible if any information, materials, or content available through the App and the Website is inaccurate or incomplete.

You are solely responsible for the legality of your actions within the App and your use under the laws and regulations applicable to you.

In no event shall EMCLEGAL, its subsidiaries, directors, partners, employees, contractors, or agents be liable for indirect, incidental, special, punitive, or consequential damages related to any use or inability to use the App or the Website, including, without limitation, any damages, caused as a result of the use of the information provided through the App or the Website, or by mistakes, omissions, interruptions, defects, viruses, even if EMCLEGAL has been advised of the possibility of such damages.

The preceding limitations of liability do not apply to the extent prohibited by law.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities shall not exceed the total amount of payments made by you to EMCLEGAL within one year preceding the claim.

Indemnification

In brief:

- *If you violate these Terms, misuse the App or the Website, violate any law or third party's rights, you agree to indemnify and defend EMCLEGAL.*

You agree to defend, indemnify and hold harmless EMCLEGAL, our subsidiaries, directors, partners, employees, contractors, and agents from and against all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use/misuse of the App or the Website;

- a violation by you of applicable law, third party's intellectual property or other rights, any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defense; however, we see fit, including instances when you indemnify us. Therefore, you agree to cooperate with us, so we execute our strategy.

Applicable law and jurisdiction

In brief:

- *The laws of Estonia govern these Terms.*
- *We hope to resolve all the issues by peaceful means.*
- *If a severe dispute arises between us, it must be resolved in the national courts of Estonia.*

Except as otherwise outlined in these Terms or any policies, these Terms shall be exclusively governed by and construed under the laws of Estonia, excluding its rules on conflict of laws.

If any material in the App or the Website, or your use of the App or the Website, is contrary to the laws of the place where you are when you access it, the App and the Website are not intended for you, and we ask you not to use it. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Except where prohibited by applicable law, and without limitation to any statutory rights of consumers, you agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to the App, the Website or these Terms, including, without limitation, those relating to its validity, its construction or its enforceability shall be resolved through amicable negotiations directly with EMCLEGAL team following the principles of good faith and cooperation.

Suppose the negotiations may not reach a consensus. In that case, the dispute shall be settled exclusively in the national courts of Estonia, subject to its jurisdiction rules, with the applicable substantive law of Estonia.

All claims shall be brought within one (1) year after the claim arises, except to the extent that a more extended period is required by applicable law.

Electronic communications

In brief:

- *We use email to stay in touch with our users.*
- *You can receive updates, recommendations, and information on the App and the Website to the provided email.*
- *You can unsubscribe from commercial emails at any time by following the instructions in such emails.*

By using the App or the Website and providing us with your contact information, you understand and agree that we may send you the electronic communications via email or push notifications regarding, without limitation:

- your use of the App and the Website;
- updates of the App, the Website and these Terms;
- transactions under these Terms.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our services or offers in which we believe you may be interested. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

You can read more about the practices of personal data processing in our Privacy Notice for the App and [Privacy Notice for the Website](#).

Termination

In brief:

- *To terminate the agreement with EMCLEGAL, you have to delete and no longer use or access the App.*
- *If you have crypto tokens staked in Tiles, we will not provide any refunds.*
- *We can terminate your access to the App and the Website if you violate these Terms.*

Termination by EMCLEGAL

At any time, we reserve the right at our sole discretion with prior notice to modify, suspend or discontinue the App, the Website, the Content, feature or offers through the App or the Website. You agree that we shall not be liable to you or any third party should any preceding occur concerning the App or the Website.

EMCLEGAL reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license and access to the App and to the Website.

EMCLEGAL may cooperate with legal authorities and/or third parties to investigate any suspected or alleged crime or civil wrong.

Termination by you

You may terminate this agreement with EMCLEGAL at any time by deleting and no longer accessing or using the App and the Website. If you terminate this agreement, all permissions and licenses granted to you in these Terms will immediately terminate, and your crypto tokens staked on the Tiles will be void without EMCLEGAL’s obligation to provide any refunds.

Other terms

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations.

At any time at our sole discretion, we reserve the right to modify these Terms. If material changes affect your use of the App or the Website, we'll notify you before the changes' effective date by emailing or notifying you via the push notification. If you continue to use the App or the Website, you agree to the updated version of these Terms.

If any provision of these Terms is determined to be unlawful, void, or unenforceable, the remaining provisions of these Terms will continue to be fully valid and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of the App or the Website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Questions and contact information

If you have any questions or comments about these Terms, Website, or App, please contact us at support@rewater.io.

Address: Narva mnt 7-634, 10117, Tallinn, Harju maakond