"with ubiatar you really have the power to be everywhere"
White Paper rel. 3.0

“infinite diversity in infinite combinations”
mr. Spock

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Why ubiatar

ubiatar inc is the company that offers the patented technology and the apps & softwares that make the UbiatarPlay project possible.

Our Manifesto

What we want to give to the people and how we will do it.

We give to the people the power to be instantly everywhere, because we believe that exploration is freedom and life is interaction.

We do this with modern mobile technologies, converting into Avatars people willing to help others escalate their full potential.

We believe that humans are far better than any robot and good will is more powerful than computers.

We give an easy and honest job opportunity to anybody, anywhere.

We help people overcome their physical limitations to see and experiment any place, any culture, any interaction; making mankind better and each individual a better human.
**Teleporting power**

ubiatar is the only technology offering a viable and real solution to the ancient dream of mankind: having the power of ubiquity, or instant transfer to any place.

We have seen this 'power' depicted in many productions, notably the teleportation devices in the 'Star Trek' sci-fi TV shows and movies. Until today it has only been fantasy.

*Until today*
What is UbiatarPlay

**UbiatarPlay will be the peer-to-peer marketplace of the ubiatar service.**

Ubiatar delivers the power of ubiquity with modern mobile technologies, over a high-performance platform. The starting point is a normal smartphone held by a local individual (the Avatar); everything that is seen and heard by the Avatar is sent over the network to the Person at home (Usar) that in turn directs the Avatar so that he/she acts as his/her remote body. The directions are given with a revolutionary GUI (Graphical User Interface) superimposed over the live video stream.

Avatars and Usars will meet on the UbiatarPlay marketplace, just like publishers offer apps on the Apple Store and Google Play to customers all over the world.

Avatars will have access to a cool fashion line and a very simple open hardware smartphone holding and stabilization system developed by UbiatarLabs°
The elements of the service

Avatar
An "Avatar" is a person that offers his/her physical presence for hire.

Usar
An "Usar" from home/office is a customer that pays to take control of an Avatar and direct him/her wherever wanted, to do any kind of things the Usar wants (as long as the Avatar is OK with it).

The Usar sees and hears everything, so that it is like being physically there.

ubiatar Inc
Ubiatar Inc is the USA company in Silicon Valley that has already developed the base technology, the apps & softwares and the world wide cloud-based platform that supports these advanced telepresence services. UbiatarPlay AG has signed a contract with ubiatar inc that allows her to create the standard marketplace where these services will be sold on a peer-to-peer decentralized fashion.

UbiatarPlay sa
UbiatarPlay sa is the owner of the marketplace where Usars will find Avatars, discovering who they are, what they offer and where they offer it.

This platform will be central to the UbiatarPlay initiative and will work in a manner very similar to that of the well-known Apple Store and Google Play marketplaces, where publishers of apps meet with customers wanting to install/buy them.

The incomes from the marketplace will be used to fulfill the UbiatarPlay mission: make Ubiatar Token value rise in the fastest and biggest way possible while providing honest job opportunities to people all over the world.
P³: PlatformPartnershipProgram° – your HumanApp° on the store

You will be able not only to participate to the ICO Ubiatar Token initiative and to the Avatar/Usar standard peer to peer value exchange, but also to more advanced, open and creative projects that we call HumanApps°.

The UbiatarPlay marketplace will support a complete range of small to large third-party business projects.

You will be able to brand your Avatar identity, or that of your group of Avatars, creating a name, a logo, a description and a set of pictures and graphics that will be your project page on the HumanEmpowermentNetwork°.

Your brand could be a business, a charity, a leisure group or any other kind of legal idea or organization.

When you brand your presence and take full promotional power into your hands you will keep more of the revenues and thus support paid advertising.

It is like creating an App on the Apple Store or Google Play marketplaces, but you can do that as a HumanApp°: without any coding and with little or no money, just by organizing and promoting your offer with standard social network-like tools. It will be up to your business, networking and peer-to-peer skills...

For example: if you live in Cairo, you could create the 'Egyptian museum Cairo experience' as a HumanApp° on the UbiatarPlay marketplace. You team with other people and offer a 30 ubiatar coins package of 60 minutes exploration in remote presence of the museum, letting people from all over the world freely explore any room, any masterpiece and any document as they like. All you have to do is create a logo and a title for your HumanApp°, type some descriptions and add some pictures of the museum; then you are set. The UbiatarPlay marketplace Package feature will manage your scheduling and your agenda so that you will be up & running in no time. Then all you have to do is advertise your service online; you will have a substantial share of your income left to you by the platform to fund and expand it.

The ubiatar technology also supports third-party developers with an industry standard API interface. It is possible to create software and external sites that interact with the marketplace to further brand and automate your projects.
**Chain of value**

ubiatar Inc is a technology provider and global servers manager. The ubiatar company, based in USA, does not deal directly with end users and does not provide any B2C service.

Business is conducted as B2B relationships only. Each deal is covered by a specific business agreement between ubiatar inc USA and another partner and has to abide by the General Ubiatar Rules Of Conduct. Essentially, these rules state that no usage of the ubiatar technologies and/or service platforms can conflict with local laws in the country where the Usar or the Avatar operate. Also, some activities are deemed unethical and are forbidden (for example any mistreatment). The Terms of service, the Ubiatar privacy policy and the Ubiatar community guidelines can be viewed at [http://ubiatar.com/tos/](http://ubiatar.com/tos/).

The UbiatarPlay Marketplace will be a service operated by a Swiss-based company and will be a platform where anybody from the general public will be able to register as an Avatar and offer his/her physical presence for hire. Users will also be able to act as Usars and hire any Avatar on offer on the platform.

The UbiatarPlay Marketplace will also offer services that support calendar operations to book Avatar services in advance and selling of pre-packaged Experiences with full images and text descriptions.

The UbiatarPlay Marketplace will also provide escrow services to assist Usars and Avatars when any disagreement arises.

The main goal of the UbiatarPlay Marketplace is to grow the user base and the value of the Ubiatar Token used for all the transactions.
HumanEmpowermentNetwork

*More than a marketplace and more than a social network.*

UbiatarPlay will be more than a marketplace and more than a social network: it will be all these things and also a philosophy geared toward the empowerment of humans.

The economic side of these new service is that they will be offered by people willing to act as Avatar to other people, in turn willing to direct them for a fee.

*We give an easy and honest job opportunity to anybody, anywhere.*

There is a number of people all around the world that are unemployed and would be more than willing to offer their physical presence for a reasonable reward.

There are also lots of people that need to be present in other places and do not have the time, the money or even the chance to go there.

Just imagine busy businessmen, poor people or people with physical conditions that do not allow them to walk: the ubiatar service would be their best (or only) chance to do the things they want and explore the places they are curious about.

UbiatarPlay will develop and offer a marketplace where all these people will meet, discuss, learn from each other and exchange value. Value measured in money, but also culture, emotions, knowledge and expertise.
How it will work

The Avatar offers on the ubiatar marketplace his/her physical presence for any hourly price he/she decides. The Avatar can offer a generic telepresence service in the place where he is (immediately) or in a range around one or more places (immediately or in a selectable moment of the future).

An Avatar can also offer experiences and packages for any total price he/she decides (for instance a 20 minute exploration of the Colosseum for 30 ubiatar coins).

The Usar finds, on the ubiatar marketplace or via online advertising, an Avatar in a position on the planet where he/she would like to be telepresent (for instance a student in Hong Kong Kowloon area) or an interesting experience/package (for instance a 30 minutes walk on the Golden Gate bridge in San Francisco). The Usar hires the Avatar immediately or books him/her for a future moment on the Avatar's calendar.

The exchange of value is in ubiatar coins, not fiat money. In this way the payments are decentralized, secure, affordable and do not exclude anybody for reasons of discrimination, poverty, inability or other problems that prevent people from escalating to their true potential all over the world.

The platform offers a Ranking System, similar to that of popular platforms like Air b&b, Uber, eBay and many others. It publicly records the score of any user based on reports from other users he/she interacted with, so that all Usars rate all Avatars' performances and vice-versa. Any Usar can check any Avatar's ranking to decide if and how much trust him/her. Any Avatar can check any Usar's ranking before accepting a job.

The marketplace offers a personal page for each user, where images and descriptions of services offered/requested are described.

This 'social of telepresence', the HumanEmpowermentNetwork°, will be a completely new environment, where people from all over the world will meet, discuss and talk about virtual voyages and telepresence opportunities.
The Technology

Platform architecture
The ubiar network is a peer-to-peer cloud-based, autoscaling, cutting-edge system based on Amazon Web Services data centers. Amazon is one of the biggest and most reliable provider of cloud computing power with worldwide data centers that are the same supporting the Amazon business operations. Uninterruptible, reliable and potentially without processing power limits, this system is the perfect choice for a service that must support and coordinate millions of users all over the world, exchanging low-latency high-quality audio and video streams, even if in a peer-to-peer fashion.

The UbiatarPlay marketplace manages contacts between Usars and Avatars. When two parties agree to start a session, the cloud platform delivers the requested service using specific servers to probe and set up the best digital connection between the two peers. All the networks and architectures in every layer along the specific path between the two are automatically detected and passed in the most effective and low delay fashion. This is particularly difficult when company-specific networks, proxies and firewalls are involved. The software already developed automatically circumvents these complex barriers avoiding the need to open ports and channels on the users’ devices. The development of a specific high-performance web-based app avoids the need to install any software or app on the users’ devices; this is crucial in enterprise business environments.
These are the technologies used in the ubiatar infrastructure:

✔ **AWS (Amazon Web Services)**
  ◦ EBS - RESTFul API autoscaling server
  ◦ EBS - Browser client autoscaling server
  ◦ S3 - Data storage
  ◦ ElasticRTC - Kurento Media server
  ◦ Mongo Atlas - MongoDB cloud platform
  ◦ ElastiCache - Redis cloud server

✔ **Server RESTFul**
  ◦ NodeJS (HapiJS)
  ◦ MongoDB
  ◦ Redis
  ◦ Kurento client
  ◦ SocketIO

✔ **Client Browser**
  ◦ Server in NodeJS (HapiJS)
  ◦ React
  ◦ Redux
  ◦ Material UI
  ◦ SocketIO
  ◦ Kurento client
  ◦ Webpack

✔ **Mobile Apps**
  ◦ iOS & Android store
  ◦ React Native
  ◦ React
  ◦ Redux
  ◦ Material UI
  ◦ SocketIO
  ◦ Kurento client
GUI for telepresence – the revolution

It was difficult, at first. With DOS, instead of dozens of colorful icons that you just have to click upon, you had to memorize a lot of text commands. “dir”, “copy”, “mkdir”, “cd” and so on…

There was, in more recent versions, the “help” command, but it was still demanding.

Just the sheer mind work of expressing everything you wanted to do with text: writing, writing, writing,… and without any error. If you wrote “mkdit”, for instance, there was not the Google search box to suggest “mkdir”; it just printed “unknown command”.

And then 1984 arrived. The first time we saw the Macintosh commercial we knew it was THE next thing.

We fell in love with the GUI (Graphical User Interface) immediately. The icons! The mouse! The WhatYouSeeIsWhatYouGet!

Amazing!

Suddenly, you had not to memorize commands. You had not to write them! You could just click on the graphical representation of a program or command to execute it.

And you could move your focal point wherever on the graphical screen instantly, just by moving the mouse!

Those of you that have not used DOS can not understand how a revolution and how a liberation that has been.

And from that on, all the way up to the touchscreen and iPhone and Android, the idea has always been to be GRAPHIC, to be INSTANTANEOUS, to be POINTY (not like the ears of mr. Spock, pointy as the act of pointing to anything with the mouse or even your finger).

In telepresence, current technologies are still back at the days of DOS.
With any telepresence system, you have to write down your requests and hope that the person on the other side understands them. An example of what is happening today is this image, where people try to ask something from a person that is broadcasting with Periscope:

The person could understand your language, could be inclined to listen to you instead of other watchers, could be willing to do what you request… or could NOT do what you want, that is usually the case.

The problem is that reading is difficult, listening to your spoken requests could also be a problem in noisy or outdoor environments; in all these cases you will NOT get the action or the angle of view that you want.

**Patent pending**

**Ubiatar technology**, instead, offers a true revolution in telepresence products: the GUI (Graphical User Interface) that the Macintosh introduced in 1984 and that Microsoft offered with Windows (and that many good developers built into Linux).

It is THAT simple, but also SO powerful. Instead of writing or begging by voice, you simply click on an icon. And the position WHERE you click on the remote scene is also important:
For instance, in this ubiatar telepresence session, you can select the ‘goto’ icon and click, directly inside the video feed, on the shop window that you want your Avatar to reach.

No need to write a command, no need to explain by voice, no need to manually steer a remote robot around obstacles; since you are directing at high-level a fellow human and he/she can understand simple iconic commands, the trick is done.

Instantly.

Quickly, effortlessly, precisely.

There is a patent pending on that, because it is simple but nobody thought about it before.

Then there has been a long work made which icons, the format of the menus, how a human Avatar reacts in real world environments and so on...

So ubiatar introduced the ‘Macintosh GUI’ in the telepresence field, and then evolved it up to the latest Windows versions and the best touch mobile interfaces. Years of evolution, just to offer the best GUI instead of a DOS-era clumsy written interface.
Supported platforms
The ubiatar enterprise platform is already developed and the client applications are already publicly available on all the app marketplaces.

The iOS native application has been approved and is currently at release 2.1 on the Apple app store.

The Android native application is currently at release 2.1 on the Google Play app store.

The webapp software, that runs on any major browser and any computer system, executes on Windows, Linux and Mac OSx. No need to install anything, so it immediately works on any home computer and any PC of any company, without the need to contact the company system support.

Special versions of the client software are available for embedded systems such as Raspberry PI cards.
**VR system**

In the next phase, the telepresence system will evolve with the usage of special 'fisheye' cameras that will send a 360 degrees video stream to be visualized in a free scroll panorama mode or with a VR viewer (Virtual reality).

Currently, ubiatar technology supports a standard bidimensional video stream from the Avatar's smartphone camera. This system requires control issued from the Usar on the position of the camera and an efficient Avatar to fulfill all requests.

With the new VR system, an inexpensive special camera will be connected to the Avatar's smartphone and will send a 360 degree video stream of the environment, with a lot more informations. The Usar will then freely visualize a part of the scene, as if he is holding the smartphone in his hands in the remote location.

Visualization could be with a 'panorama' system, by clicking and dragging in a normal browser, or with any VR visualization product.

Inexpensive VR visualizers are available in open hardware and UbiatarPlay will offer its official version. With this product, at a very low cost, the Usar will be able to insert his smartphone into the device and move the head in a natural fashion; the software will move the visible portion of the panoramic scene accordingly, producing the effect of looking around in the remote location.
**Ubiatar Token**

Why a new token?

To support the exchange of value between peers all over the world, regardless of the local limits, the availability of bank accounts to poor people, women or other discriminated social groups.

The Ubiatar coins will be used for all value exchanges on the UbiatarPlay marketplace, so that a uniform valuation of services will be possible. No other mean of payment will be supported.

Inside any ubiatar app there will be the ubiatar wallet to allow people to store and deal with their Ubiatar coin (UAC).

You will be able to move from your wallet coins to and from other third party wallet, to spend tokens you will be able to use also a ubiatar debit card whenever a VISA/MASTERCARD card is accepted. The card will be sent as soon as the Avatar has sold 25 telepresence services.

The total of Ubiatar coin stored into the UAC wallet will unlock a series of advantages on the marketplace:

1. priority of your Avatar visualization of offers visible to Usars during search and selection of an Avatar;
2. special colors to prominently display your offer on the marketplace;
3. automatic offer of exclusive stickers on your profile on the marketplace;
4. ranking booster (to enhance the level shown to prospecting Usars).
5. With a minimum of one hundred Ubiatar coins into your UAC wallet the debit card will not produce a processing fee of 5 Ubiatar coins per month.
Transfer of value

When the telepresence service starts (immediately or at the future moment booked by the Usar) the ubiatar platform starts counting the minutes of activity.

At the end of the service the Usar gets the total cost of the connection and can confirm or file a complaint. When the service is settled (immediately or after a revision by ubiatar assistance personnel) the amount is transferred out of the Usar account and a portion of it is transferred into the Avatar’s account.

The ubiatar platform keeps a percentage of each transaction as a service and server fee. For a single person Avatar the fee is 50% of the transaction; if the Avatar is an employee of a company or a HumanApp° teammate that sells the service on the platform (and promotes it on its own), the fee is 30%.

There is also the option of AvatarEcommerceServices°: if the Usar asks the Avatar to buy anything locally and send it to him, the price (plus shipping costs) is charged with a service fee of 20%, that is split 50-50 between the Avatar and the ubiatar platform. After the Usar confirmation, the amount is transferred out of the Usar account and a portion of it is transferred into the Avatar’s account that proceeds to locally buy the product and then ship it to the Usar.

For example: if a Usar sees and interesting bra into a shop in Paris with a local price of 80 euros, she can ask her Avatar to buy it; the Avatar will input the cost (80 euros) and the shipping costs (let’s say 20 euros), then the platform will ask for a confirmation of a total charge of 120 euros (100 of costs plus 20 of service fee) and, if the Usar accepts it, 110 euros will be transferred into the Avatar’s account and 10 euros will be kept by the ubiatar platform as a service fee. The Avatar will buy the bra locally (paying with her cash or credit card) for 80 euros and send it back to the Usar, keeping 10 euros as her service fee and 20 euros for the shipping costs.
**Why ICO**

Blockchain not only is disrupting the way we distribute value, but it is changing the way companies are funded. Crowdfunding with intermediaries and centralized platforms is slow and expensive, and less efficient too. Instead to offer stock in an IPO, blockchain startup are offering TOKENS. This procedure is called ICO (Initial Coin Offering), and allow companies to have a direct access to capital market. The ubiatar coins are a service Token that are the only mean to access the UbiatarPlay marketplace and are instrumental to each exchange of value between all peers on the platform. At the same time, the Ubiatar Token has a value that under usual market conditions will increase thanks to the network effect and the exclusive use for any exchange of value on the marketplace; also for the special advantages for those that will hold a significant amount on their wallets.

**Why Switzerland**

We are based in Switzerland for several good reasons:

- Switzerland has a solid long-term reputation, solid legal foundation, and an attitude for security;
- Switzerland has in the financial activities and fin-tech sector, one of his core business;
- Switzerland is a global player, and an innovation leader, a lot of important companies have located here their R&D departments;
- Switzerland is becoming a crypto-tech ecosystem, Swiss Federal Council want to attract new startup with a completely redesigned Swiss fin-tech license.

**Crowdfunding a new marketplace**

The UbiatarPlay marketplace will be created on the foundation of the ubiatar technology and extended application services. Since the ubiatar platform is already available, no part of the funds of the ICO need to be used for that. UbiatarPlay can jumpstart immediately, leveraging the two years of development and the extensive investments that went into the ubiatar system. The marketplace will be developed with part of the ICO and will integrate over the ubiatar base platform. The software services in need of new development are those related to the HumanEmpowermentNetwork: standard social network-like services, a Ranking System, a specific cryptocurrency wallet and all those backoffice and ancillary utilities needed to keep the marketplace up and running.
After the marketplace is deployed, a growth hacking marketing phase is needed. Like all other startups creating new markets, UbiatarPlay needs to establish itself as the market leader in the least possible time. The faster the market start, the strongest and most profitable the business.

The most of the funds gathered with the ICO will be invested into marketing operations, while a growth hacking initiative will use part of the reserve of coins of the company.

A continuous marketing & communication initiative will be fueled by the funds, the more the better and the stronger the resulting cash flow (and the ‘cash & burn’ that will dramatically help raise the value of the Ubiatar Token).

The growth hacking initiative will offer rewards in ubiatar coins (taken from the UbiatarPlay reserve) to one thousand Avatars that will broadcast live from their locations around the world, creating a huge hype and promotion for the UbiatarPlay marketplace.

UbiatarPlay: 50.5% is blocked and will unlock in this way: 2% three months after ICO, 4% six months after ICO, 6% nine months after ICO, 8% twelve months after ICO, 10% eighteen months after ICO, 20.5% twenty four months after ICO.

These resources will be used to pay Avatars in the UbiatarPlayLiveBroadcastWorldwide phase, for research&development and for marketing & promotion.

Founders: 12% is blocked and will unlock progressively starting 12 months after ICO; the total will be reached 24 months after ICO.

Presale: 16.5% is blocked and will unlock progressively starting 6 months after ICO; the total will be reached 12 months after ICO.

Advisors: 6% is blocked and will unlock progressively; the total will be reached 9 months after ICO.
How we will invest founds of the ICO

Founds will be invested for the creation and bootstrap of the marketplace, while those for the following promotion will come from the stock of Ubiatar coins (UAC) of the company, for the part not covered by the fees on the incomes generated on the marketplace.

A first batch of fundings, covered by the founders, has already been invested into the initial development of the technology:

2016: 400K dollars in patent request, office expenses, server costs on AWS (Amazon Web Services), development team.

2017: 600K dollars in our presence at the CES in Las Vegas, server costs on AWS (Amazon Web Services), development team, App creations for the stores, development of hardware devices and the Ubiatar coin project.

In 2018/2019 founds gathered with the ICO will be used for:

Development team, servers on AWS (Amazon Web Services), online promotion, UbiatarPlayLiveBroadcastWorldwide (UPBW), campaign, worldwide patent extension, VR system.

The main share will be that of promotion, be it direct advertising or PR actions, for the marketplace startup and the quick creation of this new market.

UbiatarPlay could buy or sell coins on the free market to stabilize the token price.

UbiatarPlay could acquire other activities that are functional to the fulfillment of the main project.
Roadmap

STEP 1 – ubiatar technology development and worldwide distribution (2017)
This step has already occurred. The ubiatar platform and technology are available; at this moment the current online production version is 2.14. The mobile apps for Apple iOS products and Android devices are publicly available on the relevant marketplaces. Web-based applications, that do not require any installation and run on the fly, are available for all the major browsers and are currently working in the field over any operating system and any computer from private homes to big companies, even with closed systems. See more at www.ubiatar.com or search for “ubiatar” content on Google, facebook, linkedin, twitter, ...

The concept and the technology have been presented at the Las Vegas CES 2017, raising huge interest into the startup investor world and the Silicon Valley ecosystem. ICO has been presented at the CES 2018 and during the CES 2019 the working marketplace and the AvatarEcommerceServices will be presented to the world.

STEP 2 – ICO (first quarter 2018)
Crowdfunding activity to collect resources to develop the marketplace from the technological and commercial point of view and for the following steps. The resources collected will be used for software development, blockchain creation and extensive promotion to grow the Marketplace user base.

STEP 3 – Marketplace platform development (second quarter 2018)
Software development for the marketplace services: list of users, social network-like user pages with images, world map location and description of services offered and limitation to operations that can be performed. Ranking System development and integration. The marketplace has been presented at the Las Vegas CES 2018.
STEP 4 - Wallet and ubiatar card
(second quarter 2018)
We want to give to the users of the Marketplace the option to store value with crypto currencies directly into the ubiatar app and use them when they need, even in the real world with standard debit cards.

STEP 5 – HumanEmpowermentNetwork°
(third quarter 2018)
Start of the marketplace with advertising and special events to spread the knowledge of this new platform. Growth hacking initiatives for the rapid dominance of this new market. The target of registered users is set at 10.000 unique signups in the first three months. We expect the start of substantial revenues from this phase, with a large part of them used for cash & burn to continuously grow the Ubiatar Token value.

VR platform development, to create a real immersive experience for all Usars and free the Avatars form the camera positioning task.

STEP 6 – UbiatarPlayLiveBroadcastWorldwide° campaign
(third quarter 2018)
A specific investment into at least one thousand Avatars that will be paid directly from UbiatarPlay to broadcast live from the streets and interesting areas of the places where they live. Sponsors will be found to cover in part or in full the amounts of ubiatar coins that will be given to the working Avatars.
This initiative will have two effects:
1) the creations and offer to the world of the largest ‘TV network’ of realtime live video streams from all over the planet, something that has never been done until today.
2) the constant offer of free video streaming from live streets of the world will be a powerful and permanent advertising campaign, leading to clients hiring in realtime (for a price) the Avatars to explore interactively the interesting places they will see in the free broadcast.

STEP 7 – Narrative and creative cross-cultural contests
(last quarter 2019)
To create awareness and involvement, UbiatarPlay will sponsor contests to publish the most interesting narrative works based on ubiatar technology stories. UbiatarPlay will also support cultural exchanges the world over, using its telepresence technologies over the HumanEmpowermentNetwork°.
STEP 8 – Partnerships and structures for large AvatarEcommerceServices°
(first quarter 2019)
A subsequent important step is to develop a pervasive AvatarEcommerceServices° system, to enter this very lucrative world now exclusive of platform like Amazon. By leveraging the Avatars base we will be offering powerful option to buy item wherever in the world, directly from the shops while-you-watch, and have them delivered directly to controlling Usars.
The AvatarEcommerceServices° will be presented at the Las Vegas CES 2019
The Terms and Conditions (the “T&C”) apply to the buyer of the Ubiatar Token (hereinafter “Ubiatar Token” or “UAC”) and future user of the UbiatarPlay platform. PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

By purchasing the Ubiatar UAC during the token sale period (hereinafter the “Token Sale”), in the jurisdiction of Switzerland, you will be bound by these T&C, and all terms incorporated by reference. Your purchase of Ubiatar Tokens is subject to these T&C.

Applicability

1. The following T&C constitute the agreement (the “Agreement”) between UbiatarPlay SA (hereinafter “Ubiatarplay” or the “Company”), a Swiss Company Limited by Shares with registration number CHE-232.619.630, and you (the “User”) with respect to the purchase of the UAC and the future use of the services offered through the UbiatarPlay platform. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that Ubiatarplay may change this T&C at any time at it’s sole discretion. Your continued use of the UbiatarPlay Platform or your continued hold of the Ubiatar Tokens, means that you accept any new or modified terms.

Services

1. Ubiatarplay aims to create a peer to peer marketplace for people that want to see/do something unreachable in the moment.

2. The platform consists in an Avatar that will allow the User to ask to see/do something that is impossible for the User. The Avatar can accept the request in exchange of tokens from the User. Through the use of mobile devices the User can see the Avatar accomplishing the request.

3. The UbiatarPlay platform will require the use of Ubiatar Tokens and all in accordance to the Software as a Service agreement to be signed between the Parties.

4. UbiatarPlay platform will be open source and based on blockchain technology. The use of a blockchain protocol, will enable the platform to be decentralized and fully automatized, where the parties can exchange services, with a lower transaction costs, using the Ubiatar Token as a currency.

The Ubiatar Token (UAC)

2. Ubiatar Token functions as a private means of payment on the UbiatarPlay platform, which will allow future Users to make use of UbiatarPlay platform services. Through the Token Sale, the future Users acquire the future rights to use the UbiatarPlay platform.

3. Ubiatar Token does not have the legal qualification as a security, since it does not give any rights on dividends or interest. Ubiatar Token is final and non-refundable. Ubiatar Token is not a share and does not give any right to participate in the general meetings of the Company. UAC cannot have a performance or a particular value outside the UbiatarPlay platform. The purchase and use of Ubiatar Token shall therefore not be done for speculative usage.

4. Ubiatar Token can be purchased during the Token Sale directly from the Company or after the Token Sale at the Company or an exchanger.

5. Any future User purchasing Ubiatar Token expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the purchase of this token as indicated in the T&C.
Knowledge required
6. The User undertaking to purchase UAC in relation to the Token Sale should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

7. UbiatarPlay shall not be responsible for any loss of Ubiatar Token or situations making it impossible to access to Ubiatar Token, which may result in any actions or omissions of the future User or any person undertaking to acquire UAC.

Voluntary Know-your customer (KYC)

8. There will be a KYC procedure that Users will have to perform within the UbiatarPlay platform in order to contribute to the token sale and to accept that UbiatarPlay can refuse any payment which is not compliant with the internal due diligence.

Risks

9. Acquiring and storing Ubiatar Token involves various risks, in particular that UbiatarPlay may not be able to launch its operations and develop its platform. Therefore, and prior to acquiring Ubiatar Token, any User should carefully consider the risks, costs, and benefits of acquiring UAC within the Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of UbiatarPlay platform and operations) or any other risks as indicated in the T&C, should not acquire Ubiatar Token, at this stage or later.

Important Disclaimer

10. The T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to UbiatarPlay or any related or associated company. Ubiatar Token will be used as a private mean of payment once the services will be accessible and is not intended to be used as an investment.

11. Any information in the T&C is given for general information purpose only and is relevant to the day it has been written and UbiatarPlay does not provide with any warranty as to the accuracy and completeness of this information now or in the future.

12. The offering of Ubiatar Token on a trading platform is done in order to allow the purchase of services on the UbiatarPlay platform and not for speculative purposes.

13. UbiatarPlay will be an operative entity managing the UbiatarPlay platform. UbiatarPlay is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.

14. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect UbiatarPlay’s business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire Ubiatar Token must be aware that the UbiatarPlay business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire Ubiatar Token acknowledge and understand that neither UbiatarPlay nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

15. UbiatarPlay will do its best to launch its operations and develop the UbiatarPlay platform. Any person undertaking to acquire UAC acknowledges and understands that UbiatarPlay does not provide any guarantee that it will manage to achieve it.
16. Acquiring Ubiatar Token shall not grant any right or influence over UbiatarPlay’s organization and governance to the Users. These tokens will be issued by a technical process referred to as a “Blockchain”. This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledge and understand therefore that UbiatarPlay (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the Ubiatar Token, excepted in case of intentional misconduct or gross negligence.

17. Ubiatar Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the Ubiatar Token network to malfunction or operate in a way that is not expected.

18. Employees of UbiatarPlay are allowed to operate with Ubiatar Token at market price if they are not in knowledge of information that may modify the price of the Ubiatar Token.

Representation and Warranties

19. By participating in the Token Sale, the User agrees to the T&C and in particular, they represent and warrant that they:
   i. are authorized and have full power to purchase Ubiatar Token according to the laws that apply in their jurisdiction of domicile;
   ii. are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing Ubiatar Token or signing on behalf of a U.S. Person;
   iii. are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
   iv. are not acting for the purpose of speculative investment;
   v. live in a jurisdiction which allows UbiatarPlay to sell the Ubiatar Token through a crowdsale without requiring any local authorization;
   vi. does not lives in a jurisdiction which is qualifying token issued through a crowd sale as securities;
   vii. will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
   viii. are solely responsible for determining whether the acquisition of Ubiatar Token is appropriate for them;
   ix. are acquiring Ubiatar Token exclusively for use of the UbiatarPlay platform;
   x. understand the risks associated with the Token Sale (incl. the risks related to the non-development of UbiatarPlay platform and operations) and
   xi. understand the use of cryptocurrencies and its associated risks.
   xii. acknowledges and accepts that the Ubiatar Token crowdsale is taking place within a Swiss legal environment that is still under development.

Intellectual Property Rights

20. To the extent that copyright trademark or any other intellectual property rights exist in the UbiatarPlay platform, such as software, know-how, analysis or programs, those existing and future copyrights and other intellectual and industrial rights (hereinafter “IP rights”) belong solely to UbiatarPlay and its affiliated companies and you as a buyer do not and will not have any related rights in such IP Rights.

Limitation of Liability

21. UbiatarPlay, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or responsibility for any loss raised from the Token sale, arising out of or related to the use of the UbiatarPlay platform or any technical, interruption or malfunction of the UbiatarPlay platform.
22. The limitation of liability set out above shall not be applicable in the event that UbiatarPlay, or a UbiatarPlay -employee, has caused the damage by intentional misconduct or by gross negligence.

Severability

23. If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Applicable Law and Jurisdiction

24. The T&C are subject to and governed by Swiss Law to the exclusion of Swiss International Private Law and any International Treaties. Any User and UbiatarPlay agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be Lugano, Switzerland. The arbitral proceedings shall be conducted in English.
Disclaimer

**UBIATAR TOKEN (UAC) LEGAL AND CROWDSALE**

**GENERAL INFORMATIONS**

The UAC does not have the legal qualification of a security, since it does not give any rights to dividends or interests. The sale of UACs is final and non-refundable. UACs are not shares and do not give any right to participate to the general meeting of UbiatarPlay SA. UAC cannot have a performance or a particular value outside the UbiatarPlay SA network. UAC shall therefore not be used or purchased for speculative or investment purposes. The purchaser of UAC is aware that national securities laws, which ensure that investors are sold investments that include all the proper disclosures and are subject to regulatory scrutiny for the investors' protection, are not applicable.

Anyone purchasing UAC expressly acknowledges and represents that she/he has carefully reviewed this white paper and fully understands the risks, costs and benefits associated with the purchase of UAC.

**KNOWLEDGE REQUIRED**

The purchaser of UAC undertakes that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the crowdsale as well as the mechanism related to the use of cryptocurrencies (incl. storage).

UbiatarPlay SA shall not be responsible for any loss of UAC or situations making it impossible to access UACs, which may result from any actions or omissions of the user or any person undertaking to acquire UACs, as well as in case of hacker attacks.

**RISKS**

Acquiring UAC and storing them involves various risks, in particular the risk that UbiatarPlay SA may not be able to launch its operations and develop its blockchain and provide the services promised. Therefore, and prior to acquiring UACs, any user should carefully consider the risks, costs and benefits of acquiring UAC in the context of the crowdsale and, if necessary, obtain any independent advice in this regard. Any interested person who is not in the position to accept or to understand the risks associated with the activity (incl. the risks related to the non-development of the UbiatarPlay SA platform) or any other risks as indicated in the Terms & Conditions of the crowdsale should not acquire UACs.

**IMPORTANT DISCLAIMER**

This white paper shall not and cannot be considered as an invitation to enter into an investment. It does not constitute or relate in any way nor should be considered as an offering of securities in any jurisdiction. The white paper does not include any information or indication that might be considered as a recommendation or that might be use to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to UbiatarPlay SA or any related or associated company. The UAC is just a utility token which can be used only on the UbiatarPlay SA platform and is not intended to be used as an investment.

The offering of UAC on a trading platform is done in order to allow the use of the UbiatarPlay SA platform and not for speculative purposes. The offering of UAC on a trading platform is not changing the legal qualification of the token, which remains a simple means for the use of the UbiatarPlay SA platform and is not a security.

UbiatarPlay SA is not to be considered as advisor in any legal, tax or financial matters. Any information in the white paper is given for general information purpose only and UbiatarPlay SA does not provide with any warranty as to the accuracy and completeness of this information. Given the lack of crypto-token qualifications in most countries, each buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of UACs according to their nationality and place of residence.

UbiatarPlay SA today is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti-Money Laundering purpose. This qualification may change in case UbiatarPlay SA will offers services which are to be considered as qualifying a financial intermediation activity. In this case, the use of UbiatarPlay SA services may require the positive conclusion of an AML/KYC identification process.

UACs confer no direct or indirect right to UbiatarPlay SA’s capital or income, nor does it confer any governance right within UbiatarPlay SA; an UAC is not proof of ownership or a right of control over
UbiatarPlay SA and does not grant the controlling individual any asset or share in UbiatarPlay SA, or in the UbiatarPlay SA network. An UAC does not grant any right to participate in control over UbiatarPlay SA's management or decision-making set-up, or over the UbiatarPlay SA network and governance to the Purchasers.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may impact UbiatarPlay SA’s business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire UAC must be aware of the UbiatarPlay SA business model, the white paper or terms and conditions may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such a case, purchasers and anyone undertaking to acquire UAC acknowledge and understand that neither UbiatarPlay SA nor any of its affiliates shall be held liable for any direct or indirect loss or damage caused by such changes.

UbiatarPlay SA will do its utmost to launch its operations and develop the UbiatarPlay SA platform. Anyone undertaking to acquire UAC acknowledges and understands that UbiatarPlay SA does not provide any guarantee that it will manage to achieve it. On concluding the Commercial Operation, these tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on a blockchain network that is compatible with Smart Contract programming language. They acknowledge and understand therefore that UbiatarPlay SA (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use UACs, except in case of intentional misconduct or gross negligence.

UACs is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the UbiatarPlay SA network or UACs to malfunction or operate in a way that is not expected. Ether, the native Ethereum Protocol account unit may itself lose value in a similar way to UAC s, and also in other ways.

**REPRESENTATION AND WARRANTIES**

By participating in the crowdsale, the purchaser agrees to the above and in particular, they represent and warrant that they:

- have read carefully the terms and conditions attached to the white paper; agree to their full contents and accept to be legally bound by them;
- are authorized and have full power to purchase UAC according to the laws that apply in their jurisdiction of domicile;
- are not a U.S. citizen, resident or entity (“U.S. Person”) nor are they purchasing UAC or signing on behalf of a U.S. Person;
- live in a jurisdiction which allows UbiatarPlay SA to sell UAC through a crowdsale without requiring any local authorization and are in compliance with the local, state, and national laws and regulations when purchasing, selling and/or using UACs;
- are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- will not use the crowdsale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- have sufficient knowledge about the nature of the cryptographic tokens and have significant experience with, and functional understanding of, the usage and intricacies of dealing with cryptographic tokens and currencies and blockchain-based systems and services;
- purchase UAC because they wish to have access to the UbiatarPlay SA platform;
- are not purchasing UAC for the purpose of speculative investment or usage.

**GOVERNING LAW – ARBITRATION**

The Client acknowledges and accepts that the UbiatarPlay SA ICO operation is taking place within a Swiss legal environment that is still under development. The Parties agree to seek an amicable settlement prior to bringing any legal action. All disputes arising with the with papers provided, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be Lugano, Switzerland. The arbitral proceedings shall be conducted in English.

UACs will not be listed on any regulated stock exchange, such as SIX Swiss Exchange, or SIX. These Terms have been prepared without regard to the legal standards for prospectuses under art. 1156 or art.
652a of the Swiss Code of Obligations or the legal standards for facilitated prospectuses under art. 5 of the Collective Investment Schemes Act ("CISA") or art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange in Switzerland. Neither these Terms nor any other material relating to the Offer, UbiatarPlay SA or UACs will be or have been filed with or approved by any Swiss regulatory authority. Specifically, these Terms will not be filed with, and the Offer of UACs will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA). Furthermore, the Offer of UACs has not been and will not be authorized under the CISA. Thus, the protection which is given to purchasers of interests or units in collective investment schemes under the CISA does not extend to purchasers of UACs.