

## TERMS AND CONDITIONS

### FOR PARTICIPATING IN THE TRUEGAME TOKEN SALE

Last Updated: April 25, 2018

PLEASE READ THESE TERMS AND CONDITIONS FOR PARTICIPATING IN THE TRUEGAME TOKEN SALE (“**TGAME**”). NOTE THAT THE DOCUMENT CONTAINS A BINDING COURT JURISDICTION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS.

IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE OR HOLD TRUEGAME TOKENS.

BY PARTICIPATING IN THE TRUEGAME TOKEN SALE AND PURCHASING TRUEGAME TOKENS (“**TRUEGAME TOKEN**” OR “**TGAME**”) YOU AGREE TO BE BOUND BY THESE TERMS AND ANY OTHER TERMS INCORPORATED HEREIN BY REFERENCE.

THE TOKENS WILL BE SOLD BY **TRUEGAME S.R.L.**, A COMPANY DULLY ESTABLISHED AND REGISTERED IN COSTA RICA UNDER THE REGISTRATION NUMBER 3-102-747491 AND COMPANY SEAT AT 10901, Costa Rica, San Jose, Santa Ana, 350 metros al Norte de Restaurante Ceviche del Rey (“**COMPANY**,” “**TRUEGAME**,” “**WE**,” OR “**US**”).

EACH OF YOU AND COMPANY IS ALSO REFERRED TO AS A “**PARTY**,” AND TOGETHER THE “**PARTIES**.”

WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PARTS OF THESE TERMS AT ANY TIME AND FOR ANY REASON WITHOUT YOUR CONSENT. NOTE THAT THESE TERMS ONLY GOVERN THE SALE AND PURCHASE OF TRUEGAME TOKENS IN DURATION OF THE TOKEN SALE, AND DO NOT GOVERN THE USE OF OUR TRUEGAME PLATFORM, ACCESSIBLE AT <https://www.truegame.io/> (“**TRUEGAME PLATFORM**”), OUR ANY OTHER OUR APPLICATIONS OR SERVICES.

TRUEGAME EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, TRUEGAME WHITEPAPER, AND OTHER DOCUMENTS PUBLISHED ON OUR WEBSITE (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE TRUEGAME WEBSITE.

IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT [support@truegame.io](mailto:support@truegame.io).

## **NOTICE ON THE LEGAL NATURE OF THE TRUEGAME TOKENS**

NEITHER THESE TERMS, NOR ANY OTHER DOCUMENT, PRODUCED BY TRUEGAME, DOES NOT CONSTITUTE AN OFFER, SOLICITATION OR ADVICE TO SELL OR INVEST IN SHARES OR SECURITIES, NOR SHOULD THE PURCHASE OF TRUEGAME TOKENS BE SEEN AS AN INVESTMENT INTO SECURITIES BUT RATHER A PAYMENT FOR ACCESS TO THE PLATFORM, APPLICATION, AND SERVICES, TO BE PROVIDED BY TRUEGAME.

NONE OF THE INFORMATION OR ANALYSES PRESENTED BY TRUEGAME IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND THESE TERMS OR ANY OTHER DOCUMENT DOES NOT PROVIDE FOR ANY SPECIFIC RECOMMENDATION. THE PLATFORM, APPLICATION, SERVICES, AND WEBSITE ARE NOT INTENDED AS DO NOT OFFER, AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, SERVICES OR ADVICE.

ACCORDINGLY, ANY ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM TRUEGAME DOES NOT REPRESENT AN EXCHANGE OF CRYPTOCURRENCIES OR FUNDS FOR ANY FORM OF SHARES OR HOLDINGS IN TRUEGAME OR ANY RELATED SERVICES, PRODUCTS OR ESTABLISHMENTS, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, OFFERED BY TRUEGAME IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR ANY OTHER REVENUE RIGHTS OR VOTING RIGHTS IN THE COMPANY. HOLDERS OF TRUEGAME TOKENS ARE ONLY ENTITLED TO ACCESS AND USE OF THE SOFTWARE, SERVICES AND CERTAIN OTHER RIGHTS IN RELATION TO OUR PLATFORM AND APPLICATIONS IN ACCORDANCE WITH THE TERMS SET OUT IN THE TERMS OF USE OF THE PLATFORM.

TRUEGAME TOKENS ARE SOLD TO THE BUYERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS, WHEREBY TRUEGAME DOES NOT, CURRENTLY PROVIDE FOR AN EXCHANGE OF TRUEGAME TOKENS FOR FIAT CURRENCY. NEITHER DOES TRUEGAME PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TRUEGAME TOKENS.

### **PERSONS EXCLUDED FROM TOKEN SALE**

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA, THE PEOPLE'S REPUBLIC OF CHINA ("**RESTRICTED AREAS**"), MAY NOT PARTICIPATE IN THE TOKEN SALE, AND MUST LEAVE THE WEBSITE IMMEDIATELY.

TRUEGAME SHALL NOT BE RESPONSIBLE FOR FRAUDULENT, DECEPTIVE OR OTHERWISE MALICIOUS USE OF ANY TOOLS WHATSOEVER BY PERSONS OR ENTITIES BASED, DOMICILED, LOCATED OR INCORPORATED IN THE RESTRICTED AREAS TO USE THE WEBSITE OR THE TRUEGAME TOKENS UNDER THE SEMBLANCE

OF PROVENANCE FROM ANY OTHER JURISDICTION OUTSIDE THE RESTRICTED AREAS.

TRUEGAME TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO AFORESAID PERSONS AND NEITHER THIS SITE NOR THESE TERMS, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO TGAME TOKENS, MAY BE SUPPLIED TO AFORESAID PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF TGAME TOKENS TO AFORESAID PERSONS DURING THE TOKEN SALE.

## 1. TERMS

The following terms shall have, for the purposes of these Terms, the following meaning:

- (a) **“Buyer(s)”** shall mean any person, whether natural or legal, accessing the Website, or directly/indirectly making use of the Project, or the Truegame Platform, or Truegame Tokens.
- (b) **“Digital Assets”** are tokens, available on a particular public blockchain network, which includes Ether.
- (c) **“ETH”** or **“Ether”** shall mean the value token native to the Ethereum blockchain called “ether”.
- (d) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (e) **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (f) **“Main sale”** shall mean the sale of Truegame Tokens, organized by and conducted as provided for under **Section 4** or any other provision of these Terms.
- (g) **“Truegame”** or **“Truegame S.R.L.”** or **“Company”** means a company in the process of establishment under the laws of of Republic of Costa Rica, who is the issuer of the Truegame Tokens;
- (h) **“Token”**, **“Truegame Token”**, **“TGAME Token”** or **“TGAME”** shall mean the cryptographic token, offered by Truegame in the Crowdsale;
- (i) **“Pre-Sale”** shall mean the sale of Truegame Tokens, organized by and conducted as provided for under **Section 4** or any other provision of these Terms.
- (j) **“Private Sale”** shall mean the sale of Truegame Tokens, organized by and conducted as provided for under **Section 4** or any other provision of these Terms.
- (k) **“Project Documentation”** shall mean Truegame Whitepaper, available at [https://ico.truegame.io/docs/whitepaper\\_en.pdf](https://ico.truegame.io/docs/whitepaper_en.pdf) and Truegame website available at: <https://ico.truegame.io/>.
- (l) **“Terms”** shall mean the Terms and Conditions for participating in the Truegame Token Private Sale, Pre-Sale, and Main Sale, including the schedules and any other documents incorporated herein by reference.

- (m) “**Third-party Wallet**” is a solution, enabling Buyers to store their Digital Assets and Truegame Tokens.
- (n) “**Token Sale**” shall mean the Private Sale, Pre-Sale and Main sale collectively, as provided for under **Section 4**.
- (o) “**VAT**” means value added tax of relevant jurisdiction(s), if applicable.
- (p) “**Website**” shall mean a website located at <https://ico.truegame.io/> .

## 2. PURPOSE AND USE OF THE TRUEGAME TOKEN

- 2.1. Truegame shall (on a best effort basis) develop and deploy the smart contract-based iGaming platform (“Truegame **Platform**”), as presented in detail in the Truegame Whitepaper and the Website (“**Project Documentation**”), and to be made available at <https://www.truegame.io/>. Note that Project Documentation is of descriptive nature only, is not binding and does not by any means form part of these Terms.
- 2.2. The Platform incorporates the Truegame Token, which is a protocol token based on the Ethereum blockchain (ERC20 standard), intended for specific use within the Platform (“**Token Utilities**”):
  - (a) To make bets in games;
  - (b) To play games;
  - (c) To deposit the gaming balance;
  - (d) Any other Token utility features.
- 2.3. Purchase, ownership, receipt or possession of Truegame Tokens carries no rights, express or implied, other than the right to use the Truegame Token in connection with Token Utilities, in each case, to the extent that the Platform remains in use after its deployment by Truegame.
- 2.4. You understand and accept that **Truegame Token** does 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 Truegame and its corporate affiliates, including the governance of Truegame and its corporate affiliates, subject to limitations and conditions in these Terms. Truegame Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument, and they do not grant any corporate or corporate-like rights.
- 2.5. You understand and accept that the Platform is currently in a development phase and that it still requires substantial development work. Due to unforeseeable material, conceptual, technical, regulatory and commercial changes before the final release, or any time after the deployment of the Platform You understand and accept that an upgrade of Platform or Truegame Tokens may be required and that if you decide not to participate in such upgrade, you may no longer use the Platform and that non-upgraded Truegame Tokens may lose their functionality in full.

- 2.6. Truegame Token is designed to be exchangeable on cryptographic token exchanges. Truegame, however, gives no warranties that the Truegame Token will be at any time exchangeable on any such exchanges.

### **3. KYC POLICY AND REGISTRATION**

- 3.1. In order to participate in the Token Sale, you are required to pass the Know Your Customer (“**KYC**”) process in accordance with the applicable laws to participate in the whitelisting process. KYC process will be completed by following the link: <https://ico.truegame.io/profile#kyc> or individualized link provided by the Company. By following such hyperlink and providing us with your Personal Information, as defined below you confirm that all information and data provided is true and accurate and that you agree to our Privacy Policy accessible at the Website.
- 3.2. Personal Information: You are required to provide your personal name and last name, full address (including postal code, city, and country), citizenship, mobile phone number, date of birth, email address, copy of your personal identification document (passport, national ID card or driver’s license), selfie with personal identification document.
- 3.3. Should you purchase Truegame tokens on behalf of a legal entity you represent, you will be required to provide us with the following information: Legal entity’s name, registered office, business address, registration number, name of the representative, country of registration, tax ID number, e-mail address, excerpt from the business register which is not more than three months old. The legal entity’s representative(s) and beneficial owner(s) will need to be physically present and identify himself to us and provide his personal information listed in the previous paragraph.
- 3.4. Upon our request (for avoidance of any doubt, before, during or after the Token Sale), you will immediately provide to us any additional information and documents that we, in its sole discretion, deem necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver’s license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. You consent that you will disclose such information and documents to us in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that we may refuse to distribute TGAME tokens to you until such requested information is provided.
- 3.5. In case of any doubts whether the information provided is true and correct or whether you are eligible to participate in the Token Sale pursuant to these Terms, any additional information or documentation as necessary for ensuring full compliance with the KYC/AML legislation may also be required at any later time. For collecting such information and its further processing, the terms of our Privacy Policy shall apply.
- 3.6. Notwithstanding any other provision of these Terms, we reserve the right to exclude any person from the Token Sale due to KYC/AML concerns or due to any other grounded reasons (e.g. if it is subsequently established that the information provided during the course of the Token Sale was not correct or that the person does not meet the eligibility

criteria as outlined in these Terms). In that case, any funds contributed during the token Sale would be refunded (provided that this would be technically possible and that no KYC/AML restrictions would apply for such reimbursement, and, with the deduction of necessary expenses). We further reserve the right to take any other steps or actions for ensuring full compliance with any applicable KYC/AML legislation.

#### 4. TOKEN SALE

- 4.1. **Truegame Token:** Truegame Token (symbol: TGAME) is an Ethereum utility token that conforms to the ERC-20 standard and is controlled and distributed by a Smart Contract System and deployed on Ethereum blockchain.
- 4.2. **Token Sale Offer:** The company will generate 300,000,000 Truegame Tokens before the conclusion of the Token Sale. No additional Truegame Tokens will be generated afterwards. The Token Sale will be divided into three distinct stages, with different token offers; Private Sale, Pre-Sale, and Main Sale. A maximum of 210,000,000 Truegame Tokens will be offered in the Token Sale.
- 4.3. **Token Sale Purchase Price:** The ETH price per one (1) Truegame Token during the Token Sale is 1/9250 ETH. This value will remain valid for the entire time of Token Sale.
- 4.4. **Participation limitations:** Subject to the terms and conditions set forth herein, every person is invited to participate in the Token Sale, except Private Sale, for which the specific conditions are set forth in the Schedule B, incorporated herein by reference.
- 4.5. **Private Sale Offer:**
  - (a) **Duration:** The Private Presale starts on 10 February 2018 (9:00 UTC) and ends on 5 March 2018 (9:00 UTC) (“**Private Sale Closing Date**”);
  - (b) **Minimum Purchase:** Participation in the Private Sale requires a minimal purchase of 5 ETH equivalent of Truegame Tokens.
  - (c) **Bonus:** Private Sale participants shall receive up to 100% (as agreed on an individual basis with each Purchaser) to a price of Truegame Tokens in the Main Sale in addition to the tokens they purchased.
  - (d) **Private Sale Hard Cap:** Private Sale Hard cap is set at 31,450,000 TGAME.
  - (e) **Rollover:** Any Truegame designated for the Private Sale that are not sold in the by the Private Sale Closing Date shall be designated to the Pre-Sale.
- 4.6. **Pre-Sale Offer:**
  - (a) **Duration:** The Pre-Sale starts on 5 March 2018 (9:00 UTC) and ends on 16 April 2018 (9:00 UTC), or by the time the equivalent of 10300 ETH of Truegame tokens are sold, whichever is first (“**Pre-Sale Closing Date**”);
  - (b) **Minimum Purchase:** Participation in the Pre-sale requires a minimal purchase of 0.2 ETH equivalent of Truegame Tokens.

(c) **Bonus:**

- a. Pre-Sale participants in the first 2 weeks (starting \_\_\_ 05 March 2018\_\_\_\_ UTC on \_\_\_9:00\_\_\_\_ and ending \_\_\_19 March 2018\_\_\_\_ UTC on \_\_\_9:00\_\_\_\_) of the Pre-Sale shall receive 40% to a price on the Main Sale, 1 ETH = 12,950 TGAME (bonus included).
  - b. Pre-Sale participants in the second 2 weeks (starting \_\_\_\_\_19 March 2018\_\_\_\_ UTC on \_\_\_9:00\_\_\_\_ and ending \_\_\_2 April 2018\_\_\_\_ UTC on \_\_\_9:00\_\_\_\_) of the Pre-Sale shall receive 30% to a price on the Main Sale, 1 ETH = 12,025 TGAME (bonus included).
  - c. Pre-Sale participants in the third 2 weeks (starting \_\_\_2 April 2018\_\_\_\_ UTC on \_\_\_9:00\_\_\_\_ and ending \_\_\_16 April 2018\_\_\_\_ UTC on \_\_\_9:00\_\_\_\_) of the Pre-Sale shall receive 20% to a price on the Main Sale, 1 ETH = 11,110 TGAME (bonus included).
- (d) **Rollover:** Any Truegame designated for the Pre-Sale that are not sold in the by the Pre-Sale Closing Date shall be designated to the Main Sale.

4.7.

**Main Sale Offer:**

- (a) **Duration:** The Main Sale starts on 16 April 2018 (9:00 UTC) and ends on 30 April 2018 (9:00 UTC), or by the time all of Truegame Tokens, designated for the Token Sale are sold, or 10300 ETH have been raised, whichever is first (“**Token Sale Closing Date**”);
  - (b) **Minimum Purchase:** Participation in the Main Sale requires a minimal purchase of 0.1 ETH equivalent of Truegame Tokens.
  - (c) **Bonus:** Participants in the Main Sale are not entitled to any bonuses.
  - (d) **Rollover:** Any Truegame Token designated for the Token Sale that is not sold by the Token Sale Closing Date shall be burned.
- 4.8. **Excess Payments:** Any payments, received after the individual phase hard cap is reached, will be bounced or returned to the contributing Ethereum address, reduced for the transactional costs (gas).
- 4.9. **Token Sale Soft Cap:** Should the proceeds from the sale of the Truegame Tokens not reach or exceed the 2300 ETH, Truegame will not be able to access these funds, and the Truegame undertakes to refund all Token Sale participants.
- 4.10. **Additional Instructions:** Additional procedural instructions for the Token Sale may be published on the Website. Failure to follow the published instructions for Contributions on the Website may limit, delay, or prevent you from participating in the Token Sale. By purchasing Truegame Token, you understand and accept that your transfer of Digital Assets shall be processed by a smart contract system based on Ethereum, and you shall receive Truegame Tokens at the conclusion of the Token Sale.

**5. PAYMENTS AND PURCHASES**

- 5.1. The payment for purchase of Truegame Tokens shall be made in various cryptographic currencies by sending the designated amount of ETH, BTC, LTC or other accepted currency to the appropriate wallet address of the Company.
- 5.2. You shall not send the payment from the wallet, hosted by any currency exchange (i.e., Poloniex, Coinbase, Bitfinex, etc), or in such case, provide us with the appropriate wallet address to which you wish to receive the Truegame Tokens. Should you do so, you acknowledge that the Truegame Tokens may be lost due to such wallet not supporting Truegame Tokens, in which case you are not entitled to request any reimbursements for the undelivered Truegame Tokens.
- 5.3. We reserve the right to prescribe additional guidance regarding specific wallet requirements, and you hereby explicitly waive your right to request any reimbursements for any lost or misplaced payments or receipts of Truegame Tokens due to non-compliance with such guidelines.
- 5.4. No third-party provider has been allowed, authorized or endorsed by the Company for the distribution of Truegame Tokens.
- 5.5. Your purchase is not complete, and you shall not be entitled to receive any Truegame Tokens from us until we receive the amount of the ETH you sent to the Ethereum wallet address of the Company (or, in case of LTC or BTC payments, to Litecoin or Bitcoin wallet address, as applicable), specified in the instructions published on the Website. If we have not received your payment of the ETH prior to the closing of the Private Sale, we reserve the right to void your purchase request and refuse to accept your payment. For the avoidance of doubt, your payment of the ETH will be deemed to be paid once we have received three (3) network confirmations of the transaction. We reserve the right, to modify, at our sole discretion, any of the timelines and procedures described herein to account for network congestion or other technical challenges.
- 5.6. Upon receipt of your payment, we will verify your Personal Information to confirm that you have completed the KYC procedure and that you are the Private Sale Participant and accept or deny your payment. Note that the Company has absolute discretion and may reject your payment for any reason, or without providing any reason at all (for avoidance of any doubt, including after the conclusion of the Crowdsale). (see Schedule D for details regarding the Crowdsale).

## **6. DELIVERY OF TRUEGAME TOKENS PURCHASED IN THE TOKEN SALE**

- 6.1. Truegame Tokens, purchased in the Token Sale shall be distributed and delivered to each Buyer within reasonable period after the end of the Token Sale, subject to (i) full compliance with all relevant KYC procedures by each Buyer and (ii) his or her acceptance of these Terms and the Privacy Policy as well as (iii) any other conditions or criteria as outlined by these Terms (such as reaching soft cap) being met (for the avoidance of any doubt, no representations and warranties are however given regarding the possibility of utilization of Tokens on the Truegame Platform, which is subject to further development as well as acquisition of proper regulatory approvals and licenses).



## **7. REFUSAL OF PURCHASE AND RETURNS**

- 7.1. All purchases of Truegame Tokens from us and/or your acceptance of Truegame Tokens are final (subject to your acceptance to these Terms, Privacy Policy as well as compliance with any of our KYC requests), and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We hereby reserve the right to refuse or cancel Truegame Token purchase requests at any time and for any reason, at our sole discretion (for the avoidance of any doubt, also the conclusion of the Crowdsale and after you have made a payment in either ETH, BTC or LTC). To the greatest extent legally possible, you hereby waive any statutory or contractual right to withdraw from, or to rescind, the purchase made in accordance with this Terms.
- 7.2. Any refunds, made by the Company at its sole discretion, will be made in the ETH. We are not responsible for any delays, losses, costs, and non-delivery of refunds or Truegame Tokens, or other issues arising from your failure to provide an accurate and complete ERC20 compliant wallet address.
- 7.3. Should the Company, at its sole discretion, or as the fulfilment of its obligations under the Terms return your payment for any reason, you acknowledge and accept that you shall bear the costs of any transaction fees and other costs related to such return or transaction.
- 7.4. You acknowledge and agree that these Terms are in respect of distance contracts excluded from the right of withdrawal since they concern the supply of goods for which the price is dependent on fluctuations in the market which cannot be controlled by us and which may occur within the withdrawal period.
- 7.5. You acknowledge and agree, in addition and without limitation to any other applicable exceptions, that the exception regarding the digital content on a non-tangible medium in respect of distance seal applies since these Terms concerns the supply of digital content on a non-tangible medium.

## **8. AUDIT OF THE SMART CONTRACT SYSTEM**

- 8.1. The Company will exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.
- 8.2. Notwithstanding the foregoing, you acknowledge, understand, and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and TGAME tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss, or impaired functionality of your payment and/or Truegame Tokens.

## **9. SECURITY**

- 9.1. You will implement reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to perform payment to the Company and to receive and store Truegame Tokens that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s), and hereby acknowledge, that, if your private key(s) or other access credentials are lost, you may lose access to your Truegame Tokens.
- 9.2. The Company will not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of TGAME tokens nor will we be under any obligation to recover or return any TGAME tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) TGAME tokens issued to you during the Token Sale.
- 9.3. In case you suspect a security breach in any of the abovementioned, you will inform us immediately, so we can take all required and possible measures to secure your transaction, the integrity of the Website, Platform, Truegame Tokens, and other related systems.

## **10. RISKS**

- 10.1. You understand and agree that Digital Assets, Truegame Tokens, blockchain technology, Ethereum, ETH and other associated and related technologies are new and relatively untested and outside of Truegame's exclusive control. Any adverse changes in market forces or the technology impacting Truegame's performance under these Terms shall absolve us from responsibility for any delayed or unachieved milestones.
- 10.2. You also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the Truegame Tokens, the Platform and other relevant technologies mentioned herein and agree to absolve, and hold Truegame harmless from any and all liability for any damages occurring in in relation to any of the risks below.
  - (a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the Truegame Tokens or other Digital Assets might be considered security, or that it might be considered to be a security in the future. Truegame does not give warranties or guarantees that TGAME will not be regarded security in all jurisdictions. Each Buyer of Truegame Tokens shall bear their

own legal or financial consequences of Truegame Tokens being considered security in their respective jurisdiction.

Every Buyer shall check if acquisition and disposal of Truegame Tokens are legal in their jurisdiction, and by accepting these Terms, each Buyer undertakes not to use Truegame Tokens should their use not be legal in the relevant jurisdiction. If a Buyer establishes that the use of TGAME under these Terms is not legal in its jurisdiction, it shall neither use nor acquire them.

The legal ability of Truegame to provide Truegame Tokens and the Platform in some jurisdictions may be hindered or eliminated by future regulation or legal actions.

(b) Risks associated with Ethereum

Any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause them to malfunction or function in an unexpected or unintended manner. Other unforeseeable changes in Ethereum, whether intended or not, may, in the same way, affect the value and usability of Truegame Tokens.

(c) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and TGAME may be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of TGAME, which could impede or limit their existence, permissibility of their use and possession, and their value.

(d) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of Truegame Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, consensus-based attacks, or any other attacks.

(e) Risk of security weaknesses in the Website and Truegame Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and Truegame Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Truegame Tokens.

(f) Risk of the mining attacks

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the Truegame Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Truegame Tokens, expected proper execution and sequencing of Truegame Tokens, and expected proper execution and sequencing of Ethereum smart contract computations in general. Despite the best efforts of Truegame and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the Truegame Tokens interact with, and consequently, the Truegame Tokens may also be impacted in that way to the extent described above.

(g) Risk of low or no liquidity

There are no warranties and/or guarantees given that Truegame Tokens will be listed or made available for exchange with other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and Truegame does not give any warranties in regard to any exchange services providers. Buyers might be exposed to fraud and failure. In any case, Truegame will not enable the exchange of Truegame Tokens for other cryptographic tokens or fiat currency, although it will commit reasonable endeavours to list Truegame Tokens on such exchange(s).

(h) Risk of loss of value

Value of Truegame Tokens may fluctuate, and their Buyers might suffer a loss in value of such acquired tokens.

(i) Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, to which the Truegame Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of Truegame Tokens.

(j) Internet transmission risks

You acknowledge that there are risks associated with using the Truegame Tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Truegame shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and Truegame Tokens, howsoever caused.

(k) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Truegame cannot foresee and it is unreasonable to believe that such risks could have been foreseeable.

(l) Insufficient interest in Truegame, the Truegame Platform and Truegame Tokens

It is possible that Truegame, the Truegame Platform or Truegame Tokens will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such lack of interest could affect the development of the Truegame Platform and value of the TGAME token.

(m) Truegame Token and the Truegame Platform, as developed may not meet your expectations

The Truegame Platform is currently under development and may undergo significant changes before the release of the final version. Your expectations regarding the form and functionality of the Truegame Platform and Truegame Tokens may not be met upon release of new Website, deployment of the Truegame Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of TGAME does not offer any guarantee as to the marketability or expected use of the Truegame Platform and/or Truegame Tokens.

(n) The Truegame Platform may never be completed or released

The Truegame Platform may never be released and operational, even though Truegame will make reasonable efforts to complete and deploy it.

10.3. The Truegame Tokens and the Truegame Platform are provided “as is” and “as available”. We and our affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Truegame Tokens, including any warranty that the Truegame Tokens will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non- infringement, and any warranties arising out of any course of dealing or usage of trade.

## 11. ELIGIBILITY

- 11.1. The Website, the Platform and Truegame Tokens are not offered for use to natural and legal persons having their habitual residence or their seat of incorporation in Restricted Areas. In addition to the above, the Buyer(s) shall warrant that they adhere to the terms and conditions stipulated in **SCHEDULE A**.
- 11.2. Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not participate in the Token Sale.
- 11.3. Truegame reserves its right to decide in its discretion to adopt reasonable organizational and technical measures to ensure that the Website and Truegame Tokens are not available to Persons under **Paragraph 11.1**. Truegame shall not be held liable for any legal or monetary consequence arising from the use of Truegame Tokens by natural and/or legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. Such persons using Truegame Tokens despite the prohibition shall on the first request indemnify and hold harmless Truegame from any legal or monetary consequence arising from their breach of the terms as described in this paragraph.
- 11.4. If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that
- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
  - (b) you are duly authorized by such legal entity to act on its behalf.
- 11.5. You further represent and warrant that you:
- (c) are of legal age to form a binding contract (at least 18 years old in most jurisdictions);
  - (d) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
  - (e) are not located in, under the control of, or a national or resident of any Restricted Areas;
  - (f) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
  - (g) will not use the Truegame Tokens if any applicable laws in the jurisdiction of your habitual residence or incorporations prohibit you from doing so;
  - (h) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
  - (i) have carefully reviewed the content and have understood and agreed to these Terms completely,
  - (j) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the TGAME token;
  - (k) you have obtained and was given sufficient information about the Truegame Tokens to make an informed decision to acquire them;

- (l) you understand that the Truegame Tokens confer only the right to use and access the Platform, and confer no other rights of any form with respect to the Platform or Truegame;
- (m) you are acquiring Truegame Tokens to access and use the Truegame Platform; and that you are not acquiring Truegame Tokens for any other use or purpose, including, but not limited to, any investment, speculative or other financial purposes; and
- (n) your purchase of Truegame Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Truegame Tokens, using the Truegame Tokens in relation to the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

## **12. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS**

- 12.1. Truegame is closely following changes to legislation in the most relevant jurisdictions and undertakes to act accordingly if regulatory changes significantly impact operations of Truegame Tokens and the Platform. Truegame is not a financial institution. Truegame does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This Tokens Sale is not intended as a public offering of financial instruments or securities.
- 12.2. This document or any other document, produced and signed by Truegame, as well as the Website, and any of their content does not constitute an offer or solicitation to sell financial instruments or securities.
- 12.3. None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and Truegame services and the Website are not, do not offer and shall not be construed as investment or financial products.

## **13. LIABILITY AND INDEMNIFICATION**

- 13.1. Truegame and its affiliates and their respective officers, employees or agents will in regard to the Website, the Platform and Truegame Tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to loss of profits, trading losses or damages that result from use or loss of use of this Website, Truegame Platform and Truegame Tokens), even if Truegame has been advised of the possibility of such

damages or losses, including, without limitation, from the use or attempted use of Truegame Tokens, the Website or the Platform.

- 13.2. Neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Website, the Platform or Truegame Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this Terms, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Terms or your use of or access to the Website, the Platform and Truegame Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, the Platform and Truegame Tokens, (e) or the loss of date incurred due to the ay of the aforementioned reasons.
- 13.3. You waive your right to demand the return of any cryptographic tokens or any other digital assets you exchanged with us to acquire Truegame Tokens, including, without limitation, demand for specific performance.
- 13.4. You will defend, indemnify, and hold harmless; us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third- party claim concerning this Terms or your use of the Website, the Platform and Truegame Tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 13.5. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves the Company as a result of these Terms. The Company may participate with counsel of its own choosing in any proceedings describing above.
- 13.6. The information, software, products, and services included in or available through the Website and the Truegame Platform may include inaccuracies or errors. Changes may be made to the information therein. Truegame and/or its suppliers, contractors, and affiliates may make improvements and/or changes to the Website and the Platform at any time. Truegame makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website, the Platform, Truegame Tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and Truegame Tokens, all such information, software, products, services and related



graphics are provided "as is" without warranty or condition of any kind. Truegame hereby disclaims all warranties and conditions with regard to the Website, the Platform, Truegame Tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

- 13.7. You warrant to Truegame that you will not use the Website, the Platform or the Truegame Tokens for any purpose that is unlawful or prohibited by these Terms or any applicable laws and regulations. You may not use the Platform or Truegame Tokens in any manner that could damage, disable, overburden, or impair the Platform, Truegame Tokens or the Website.

## **14. DISCLAIMER**

- 14.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TGAME TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TGAME TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE TGAME TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TGAME TOKENS WILL BE CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TGAME TOKENS OR THE DELIVERY MECHANISM FOR TGAME TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- 14.2. No regulatory authority has examined or approved of any of the information set out in these Terms and/or the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or the Truegame Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with.

- 14.3. While every effort will be made by the Company to ensure that information contained on the Website or regarding the Truegame Platform is correct, the Company disclaims (to the extent permitted by applicable laws) all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website.

## **15. PRIVACY**

15.1. Please refer to the Privacy Policy for the Truegame Token Sale, accessible at the Website, incorporated herein by reference, for additional information regarding our privacy terms.

## **16. TAXES**

16.1. All your factual and potential tax obligations are your concern and responsibility, and Truegame is not in any case and under no conditions bound to compensate for your tax obligations or give you any advice related to tax issues, including but not limited to advice on what kind of filing or reporting obligations you need to comply with, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible for, or any similar advice.

16.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us with any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant tax authority.

## **17. INTELLECTUAL PROPERTY**

17.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, methods, compositions, formulae, techniques, information, source code, brand names, graphics, Buyer interface design, text, logos, images, information and data pertaining to the Platform (hereinafter: “**Truegame IP**”), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

17.2. These Terms shall not be understood and interpreted in a way that they would mean the assignment of intellectual property rights unless it is explicitly defined so in these Terms.

17.3. You are being granted a non-exclusive, non-transferable, non-assignable, revocable license to access and use the Website and the Platform and the Truegame Tokens strictly in accordance with these Terms and the Terms of Use of the Platform. As a condition of your use of the Website and the Truegame Tokens, you warrant to Truegame that you will not use the Website, or the Platform or Truegame Tokens for any purpose that is unlawful or prohibited by these Terms and the Terms of Use of the Platform. You may not use the

Terms of Use of the Platform in any manner that could damage, disable, overburden, or impair the Website and the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and Terms of Use of the Platform. The limitation to the transferability of a license shall not be understood in a way that the Buyers are not allowed to transfer Terms of Use of the Platform to third parties.

- 17.4. All Truegame IP is the property of Truegame and is protected by all applicable copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 17.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Truegame IP, in whole or in part, found on the Website or associated products and services. Truegame IP is not for resale. Your use of the Truegame IP does not entitle you to make any unauthorized use of any Truegame IP, and in particular, you will not delete or alter any proprietary rights or attribution notices in any Truegame IP. You will use Truegame IP solely for your personal use and will make no other use of Truegame IP without the express written permission of Truegame and the copyright owner. You agree that you do not acquire any ownership rights in any Truegame IP. We do not grant you any licenses, express or implied, to the intellectual property of Truegame except as expressly authorized by these Terms and the Terms of Use of the Platform.
- 17.6. You hereby assign exclusive rights, including all IP, to any feedback including, but not limited to, suggestions, ideas or other information or materials regarding Truegame Platform, Website, Token Sale or related products that you provide, whether by email, posting through Website, other communication channels or otherwise and you irrevocably and exclusively assign any and all intellectual property rights on such feedback unlimited in time, scope and territory (to the extent permitted by applicable laws) so that the Company has the right to dispose with them without any limitations, including their transfer to any third party without seeking your consent. Any feedback you submit is non-confidential and will become the sole property of the Company. The Company will be entitled to the unrestricted use, reproduction (including in electronic form), modification (whereby you will not retain any rights on your original feedback), or dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the feedback (to the extent permitted by applicable laws).

## **18. NOTICES**

- 18.1. We may provide any notice to you under this Terms by (i) posting a notice on the Website; or (ii) sending an email to the email address associated with your account. Notices we

provide by posting on the Website will be effective upon posting, and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address updated. You will be deemed to have received (and read) an email sent to the email address then associated with your account when we send the email, whether or not you receive or read the email.

- 18.2. To give us notice under this Terms, you must contact us by email to support@truegame.io. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 18.3. All communications and notices to be made or given pursuant to this Terms must be in the written in the English language.

## **19. MISCELLANEOUS**

- 19.1. Any materials, such as business plan, development roadmap or any other materials that may be at any time published in the Website or elsewhere, are not binding (for the avoidance of any doubt, such materials may be changed from time to time at our sole discretion, including, but not limited, to, after the conclusion of the Crowdsale) and do not – unless explicitly referred to herein – form part of these Terms and are of a descriptive nature only.
- 19.2. We do not permit individuals under the legal age (18 in most of jurisdictions) to register with our Website and use our products. If we become aware that a child under the legal age (18 in most jurisdictions) has provided us with personal information, we will delete such information from our files immediately and block his/her/their access to our Website and products.
- 19.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 19.4. You and we are independent contractors, and neither party nor any of their respective affiliates is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for itself products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third-party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

- 19.5. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 19.6. Parts of these Terms will be automatically executed by the Smart Contract System. In the event of any inconsistency, the Terms are the source of the rights and obligations and the Smart Contract System serves only for the automatic execution of these Terms. Then in case of conflict between the Terms and Smart Contract System, the Terms will prevail and will, therefore, be the binding version for both parties.
- 19.7. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 19.8. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 19.9. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 19.10. The Company reserves the right to make changes, amendments, supplementations or modifications to these Terms at any time in its sole discretion and for any reason. We suggest that you review these Terms periodically for changes. If we make changes to these Terms, we will provide you with notice of such changes, such as by either sending an email, providing notice on the Website or by posting the amended Terms on the Website and updating the date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new Contributors for participating in the Token Sale and purchasing Truegame Tokens.
- 19.11. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, and termination, and any disputes or claims arising out of or in connection with the use of Website, the Project and Truegame Tokens shall be finally settled under the Rules of Republic of Costa Rica, and the courts of Republic of Costa Rica shall enjoy exclusive jurisdiction in all matters directly or indirectly related to this Terms.
- 19.12. Prior to filing any claims in accordance with **paragraph 19.11**, you undertake to send such claim or request directly to Truegame via e-mail at [support@truegame.io](mailto:support@truegame.io). You agree that you will not file any claims in accordance with **paragraph 19.11** earlier than 30 days after sending such claim or request to Truegame in accordance with this **paragraph 19.12**. Any claim, filed with any court or arbitral tribunal contrary to the rules set out in

this **paragraph 19.12**, shall be rejected immediately by such court or arbitral tribunal as premature.

19.13. These Terms, including all schedules, and other documents, incorporated herein by reference, represent the entire agreement between you and us regarding the subject matter of these Terms, in particular, use of the Website, the Project and Truegame Tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

19.14. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact us via e-mail at [support@truegame.io](mailto:support@truegame.io) and immediately navigate away from the Website and cease using the Project. By making use of the Website, the Project and TGAME tokens, you shall have accepted all the terms and conditions under this Terms and confirm that you have made such acceptance with no undue pressure and fully aware and informed of all the terms and conditions stated herein.

**SCHEDULE A**  
**YOUR REPRESENTATIONS AND WARRANTIES**

By making a contribution and accepting these Terms, you hereby represent and warrant that:

1. you have read and understood these Terms (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these Terms, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. the acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you have obtained sufficient information about the potential future use and functionality of TGAME tokens to make an informed decision to participate in the Token Sale under these Terms;
6. you understand that TGAME tokens confer only a limited potential future right or expectation to use and interact with the Truegame Platform (yet to be fully developed and necessary regulatory approvals yet to be obtained for it) and that TGAME tokens confer no other rights of any kind with respect to the Company and/ alternatively, the Truegame Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
7. if you are an individual (i.e. a natural person), are of legal age to form a binding contract (at least 18 years old in most jurisdictions); you have sufficient legal capacity according to your residency country laws to accept these Terms and to enter into a binding agreement with the Company on the terms set out herein;

8. if you are making a contribution to the purchase of TGAME tokens as a corporate entity including, without limitation, any company or partnership (or another type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
9. if you are making a contribution for the purchase of TGAME tokens for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Contributor", "your" or "you" will be a reference to the entity or person on whose behalf you are authorized to make a contribution);
10. you are contributing to the purchase of TGAME tokens to support the development, testing, deployment and operation of the Truegame Platform and to potentially use and interact with the Truegame Platform at a future point in time. You are not making any payment or contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
11. any payment to be made by you for the purchase of TGAME token is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
12. you will not use TGAME token to finance, engage in, or otherwise support any unlawful activities;
13. you will use TGAME token as intended on the Truegame Platform;
14. in the case of a payment made in ETH, BTC or LTC, the purchase price will be transferred to the Company from an Ethereum / Bitcoin or Litecoin Wallet and/or address, respectively, that: (i) is registered in your name and under your sole control or registered in the name and under the sole control of a person who is duly authorized by you to send a contribution on your behalf to the Company; and (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory" (each a "Prohibited Jurisdiction");
15. making a payment and receiving TGAME token under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution will be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
16. you are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of TGAME token from a location in a Prohibited



- Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of TGAME token for or on behalf of any such person or entity;
17. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
  18. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of TGAME token;
  19. you will provide us with details of an Ethereum Wallet that supports the ERC-20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as TGAME token);
  20. you engage or expect to engage in a meaningful number of cryptocurrency or other transactions, such as e-commerce businesses, involving token exchanges or traditional financial institutions, and you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms;
  21. you understand that TGAME token are solely rights to access and use services and products on the Truegame Platform, and do not have any attribute that provides the holder with equity, creditor or similar rights. TGAME token should not be considered investments of any type, including but not limited to, any form of currency or security, and the Contributor should not expect profits of any type from acquiring TGAME token nor acquire TGAME token for any type of investment purposes;
  22. you acknowledge you fully understand the contents of the Project Documentation provided by Truegame and are participating in the Token Sale with the intention of fully accepting the risk of the failure of the Truegame Platform;
  23. you have carefully reviewed the code of the Smart Contract located on the Ethereum blockchain and fully understand and accept the functions as further described in the Project Documentation;
  24. you are making a contribution primarily to support the development, testing, deployment and operation of Truegame Platform, being aware of the risks associated with it (as further described in **Section 10** of or any other provision of these Terms),

and are not contributing to the Company for any speculative, investment or other financial purposes;

25. you will waive the right to participate in a class action lawsuit or a class-wide arbitration against Truegame, its founders and team members or any entity or individual involved in Truegame project;
26. you understand that you do not have any right against Truegame, its founders and team members or any other party to request any refund of your contribution provided during the Token Sale;
27. you understand that you bear the sole responsibility to determine if your contribution and obtainment of TGAME token, use of TGAME token and the potential appreciation or depreciation in the value of TGAME token over time, the sale and purchase of TGAME token and/or any other action or transaction related to TGAME token, Truegame or the Truegame Platform have tax implications for you;
28. you are not a citizen of or resident or domiciled or green card holder in United States of America, People`s Republic of China or making a contribution for the purchase of TGAME token from a location in People`s Republic of China, United States of America, nor are you an entity (including but not limited to any company or partnership) incorporated, established or registered in or under the laws of People`s Republic of China, the United States of America, nor are you making a contribution for the purchase of TGAME token for or on behalf of any such person or entity; and
29. all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these Terms.
30. YOU HEREBY CERTIFY THAT YOU ARE NOT (I) A CITIZEN OR RESIDENT OF A GEOGRAPHIC AREA IN WHICH PURCHASE, HOLDING OR USE OF TGAME OR SIMILAR TOKENS IS PROHIBITED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT. YOU HEREBY REPRESENT AND AGREE THAT IF YOUR COUNTRY OF RESIDENCE OR OTHER CIRCUMSTANCES CHANGE SUCH THAT THE ABOVE REPRESENTATIONS ARE NO LONGER ACCURATE, YOU WILL IMMEDIATELY NOTIFY COMPANY AND CEASE USING TGAME.

Warranty given by the Buyer(s) especially in relation to the United States ALL PARTICIPANTS AND BUYERS HEREBY EXPRESSLY AFFIRM THAT THEY ARE:

- (a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America (the "USA"), the People`s Republic Of China ("**Restricted Areas**");

- (b) NOT a corporation, partnership or other legal entity formed under the laws of either of the countries under the scope of the Restricted Areas;
- (c) NOT an agency, branch or office located in either of the countries under the scope of the Restricted Areas of a corporation, partnership or other legal entity that was formed under laws other than those of either of the countries under the scope of the Restricted Areas;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- (e) NOT a legal entity the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- (f) NOT a member of any branch of the military of the countries under the scope of either of the countries under the scope of the Restricted Areas; and
- (g) NOT an agent or fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or j(f) above.

THE BUYER(S)' DECISION TO SUBSCRIBE TO TRUEGAME TOKENS WAS:

- (a) NOT based, at least in part, on information received or communications exchanged while the Buyer, or the person providing the information or with whom the communication was exchanged, was within the jurisdiction of any of the Restricted Areas;
- (b) NOT made from within the jurisdiction of any of the Restricted Areas; and
- (c) NOT communicated to Truegame from a source within the jurisdiction of any of the Restricted Areas.

THE BUYER(S)' PURCHASE OF TRUEGAME TOKENS WAS:

- (a) made on his/her own account as principal;
- (b) NOT made in anticipation of further distribution of the Truegame Tokens to others; and
- (c) NOT preceded and will not be followed after the end of the Token Sale, by any effort to create or condition a market for the Truegame Tokens in the Restricted Areas.

I, as the Buyer, have read and understood the above representations as well as the Terms.

## **SCHEDULE B**

### **PRIVATE SALE PROCEDURES AND SPECIFICATIONS**

#### **1. Commencement and duration of Private Sale**

- 1.1. The Private Sale shall commence on 10 February 2018 at 9:00 (UTC), and shall continue until; (i) all the Truegame Tokens offered in the Private Sale have been sold or (ii) until the closing of the Private Sale on 05 March 2018 at 9:00 (UTC), or (iii) such other date as we in our sole and absolute discretion may set and announce on our Website, whichever is earlier.

#### **2. Private Sale Bonus and Special Payment Conditions**

- 2.1. The payment for the purchase of Truegame Tokens in the Private Sale shall be made in ETH, LTC or BTC by sending the designated amount of that cryptocurrency (i.e. ETH, LTC or BTC) to the Individualized Ethereum / Litecoin or Bitcoin wallet address of the Company, the details of which shall be provided to you on the Website.
- 2.2. You will be entitled to the up to 100% (as agreed on an individual basis with each Purchaser) to a price in the Main Sale.
- 2.3. Minimum Purchase: Participation in the Private Sale requires a minimal purchase of 5 ETH equivalent of Truegame Tokens.
- 2.4. You agree not to share the Ethereum, Bitcoin or Litecoin wallet address(es) of the Company with any other person for the purpose of facilitating their unauthorized access to the Token Sale. We reserve the right to suspend or block your access to the Private Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone using your Ethereum wallet address of the Company. You hereby acknowledge that you may lose your payment if such payment is made from the suspended or blocked ERC-20 compliant wallet address or by using a suspended or blocked Ethereum wallet address of the Company.

#### **3. Tokens available in the Private Sale**

- 3.1. Hard Cap: The maximum total number of Truegame Tokens, designated for distribution in the Private Sale, including bonuses, equals 31,450,000 of Truegame Tokens designated for distribution in the Token Sale.
- 3.2. Soft Cap: Should the total sales of Truegame Tokens in the Token Sale not reach the target of 2300 ETH ("Soft Cap") by Token Sale End Date, the Token Sale shall be terminated, and the Smart Contract System will not release and distribute the Truegame Tokens, and will instead return the received payment to the wallet address you provided in the KYC process. In such case, the Company will not have any further obligations towards you, under this Terms.

#### 4. **Suspension of the Private Pre-Sale**

- 4.1. The Company may, at any time during the Private Sale temporarily or permanently suspend the Private Sale due to the technical or security reasons at its sole discretion, and such suspension will take effect from the moment of publication of such notice on our website, until the same notice is updated or removed from the Website. You agree not to make any payments during such suspension and acknowledge that any payment made during such suspension may result in a loss of funds. Company is not responsible or liable for returning or refunding any losses you incurred due to making a payment during the suspension period.

#### 5. **Legal Notice**

Truegame reserves the right to change the distribution manner in any way in light of changed circumstances or reasonable re-evaluation of the Token Sale.

Truegame reserves the right to stop the distribution process. Such stop shall remain at the discretion of Truegame and shall only be used in limited situations, such as, but not limited to: i) detection of a serious security issue, ii) serious network performance issue, depriving all Buyers of equal treatment, iii) any material attack on the TGAMEs, the Truegame Platform, Website or Ethereum network.

Truegame shall in no way be responsible for any funds lost due to the Buyers' negligence, lack of diligence, or failure to follow any instructions issued by Truegame, including sending funds through Digital Assets exchange(s).

The funds raised from the sales and distribution of Truegame Tokens will belong to Truegame and will be used for, inter alia, the development, marketing, operations, legal, governmental duties and running of the Project, as described in the last version of the Truegame Whitepaper, made available to the Buyers on the Website and incorporated herein by reference.

Truegame reserves the right to change the dates set out in these Terms at any given time due to technical or organizational reasons, without any duty to provide any reason(s). Any such changes will be published on the Website.