

TRUEPLAY.IO

TERMS AND CONDITIONS

Last Updated: April 05, 2018

Please read carefully these Terms and Conditions (“Terms”) before using the website <https://trueplay.io/> (“Website”) or buy TruePlay Tokens (TPLAY), as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you must not access or use the Website or buy TruePlay Tokens (TPLAY).

1. DEFINITIONS

“**Accompanying Documents**” shall mean other TruePlay Early Sale and Token Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to, Terms of Token Sale, Privacy Policy) effective at the moment of the Website use. In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.

“**Affiliates**” shall mean any persons or entities that have any relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company.

“**Blockchain**” shall mean a type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

“**Company**” (also referred to as “**We**”, “**Us**”) shall mean a company (including its Affiliates) to be incorporated in the jurisdiction of Belize called TAKTON SYSTEMS LTD., being the initiator of the TruePlay Early Sale and Token Sale, not being neither a financial or investment entity, nor a partner, employer, agent or adviser for any User.

“**Cryptocurrency**” shall mean digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) used by Users to purchase TruePlay Tokens (TPLAY).

“**Platform**” shall mean a platform with a set of software solutions (games integration, payments acceptance, payment of winnings, honesty control, convenient authorization, convenient AML/KYC compliance, access to the game statistics, legal and technical assistance) for creating and supporting gambling projects.

“**User**” (also referred to as “**You**”) shall mean any person, who uses the Website, Platform and purchases TruePlay Tokens (TPLAY).

“**TruePlay Tokens (TPLAY)**” shall mean cryptographic tokens, issued solely by the Company as a digital asset within the Platform. TruePlay Tokens (TPLAY) certify a right of its holders to demand the performance of certain electronic services, provided by the Company as a set of software solutions for creating and supporting online gaming projects. Thereby, TruePlay Tokens (TPLAY) holders have the right to demand the access to the resources which install and integrate the Platform, and the usage of all functionality of such resources.

TruePlay Tokens (TPLAY) are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. TruePlay Tokens (TPLAY) are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

“TruePlay Early Sale and Token Sale” shall mean a restricted offering of TruePlay Tokens (TPLAY) to eligible Users, when a User is able to purchase TruePlay Tokens (TPLAY).

2. GENERAL PROVISIONS

- 2.1. These Terms and all Accompanying Documents constitute a legally binding agreement between the Company and any and all Users as defined herein in Section 1.
- 2.2. These Terms are effective at the time the User begins using the Website. It is hereby understood and presumed, that by the fact of the Website use and TruePlay Tokens (TPLAY) purchase during TruePlay Early Sale and Token Sale the respective User fully read, understood and irrevocably accepted these Terms. If any User does not agree with these Terms in general or any part of them, such User’s only recourse is to withhold from using the Website and/or purchase of TruePlay Tokens (TPLAY). The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.
- 2.3. The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Company’s sole discretion. The User’s continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User’s consent hereto and acceptance hereof. If at any point the User does not agree to any portion of the then-current version of the Terms, he/she shall not use the Website and purchase TruePlay Tokens (TPLAY). At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms in the “Last updated” Section.
- 2.4. By using this Website each User covenants, represents, and warrants that (under the applicable law and law of the country of User’s residence):
 - a. he/she is of an age of majority to enter into these Terms and all Accompanying Documents (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website;
 - b. he/she has the full capacity to contract, under applicable law and law of the country of User’s residence, with the Company and in doing so will not violate any other agreement to which he (she) is a party;
 - c. he/she has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, cryptocurrency and Blockchain-based systems, functional understanding of storage and transmission mechanisms associated with other cryptographic tokens, as well as full understanding of their framework;

- d. he/she is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrency and Blockchain-based systems, and is solely responsible for any evaluations based on such knowledge;
 - e. if he/she is a corporation, governmental organization or other legal entity, he (she) has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;
 - f. he/she will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism.
- 2.5. A User shall not use the Website if under the applicable law and/or law of the country of User's residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of TruePlay Tokens (TPLAY) under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.
- 2.6. Before using the Website and/or purchasing any TruePlay Tokens (TPLAY) a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and TruePlay Early and Token Sale procedures. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he (she) has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms.

3. TAXES

- 3.1. The Company makes no representations concerning the tax implications of the sale of TruePlay Tokens (TPLAY) or the possession or use of them. The User bears the sole responsibility to determine if the purchase of TruePlay Tokens (TPLAY) with cryptocurrency or the potential appreciation or depreciation in the value of TruePlay Tokens (TPLAY) over time has tax implications for the User in the User's home jurisdiction. By purchasing TruePlay Tokens (TPLAY), and to the extent permitted by law, the User agrees not to hold the Company liable for any tax liability associated with or arising from the purchase of TruePlay Tokens (TPLAY).
- 3.2. 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 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 taxing authority.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Company has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the TruePlay Tokens (TPLAY) and his activities generally.
- 4.2. Unless otherwise indicated by the Company, all copyright and other any intellectual property of the Company, all content and other materials contained on the Website or provided in connection with the Platform, including, without limitation, the intellectual property rights for the Platform and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, coordination, expression and other content connected to the Platform (hereinafter – the "**Platform Materials**") are the proprietary property of the Platform or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 4.3. These Terms permit you to use Platform Materials for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Platform Materials. There are no implied licenses under these Terms and all Accompanying Documents, and any rights not expressly granted to the User hereunder are reserved by the Company.

5. THIRD-PARTY CONTENT

- 5.1. The pages of the Website may contain links to third-party websites and services. Such links are provided for User's convenience. However, their presence does not mean that they are recommended by the Company and the Company does not guarantee their safety and conformity with any User expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or respective service. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

6. DISCLAIMERS

- 6.1. By using the Platform, the User represents/warrants and accepts that:
 - a. The purchase of TruePlay Tokens (TPLAY) carries with it a number of risks. Prior to purchasing TruePlay Tokens (TPLAY), You should carefully consider the risks listed herein. If any of the following risks are unacceptable to You, You should not purchase TruePlay Tokens (TPLAY). By purchasing TruePlay Tokens (TPLAY), and to the extent permitted by applicable law, You are agreeing not to hold the Company or any Affiliates liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of TruePlay Tokens (TPLAY), including losses associated with the risks set forth herein.

- b. Any cryptocurrency that possess value in public markets, such as BTC or ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of TruePlay Tokens (TPLAY) should be prepared to expect similar fluctuations, both down and up, in the price of TruePlay Tokens (TPLAY) denominated in respective cryptocurrency (BTC or ETH). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Company cannot and does not guarantee market liquidity for TruePlay Tokens (TPLAY). By purchasing TruePlay Tokens (TPLAY), You expressly acknowledge and represent that You fully understand that they may experience volatility in pricing and will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of TruePlay Tokens (TPLAY).
 - c. Any and all purchases of TruePlay Tokens (TPLAY) are final and non-refundable. By purchasing the TruePlay Tokens (TPLAY), the User acknowledges that neither Company nor any other of its affiliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any TruePlay Tokens (TPLAY) that are not used or remains unused for any reason.
 - d. Should You proceed to purchase any TruePlay Tokens (TPLAY) and the product fails to be suitable for the special or particular purpose as intended by You, Company or its Affiliates will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective TruePlay Tokens (TPLAY)).
 - e. It is possible that the Platform will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project and dissemination of equity. Such a lack of interest could impact further development of the Platform and potential use of it. Therefore, the success of the mentioned project cannot be predicted.
 - f. The User recognizes that the Platform is currently under development and may undergo particular changes in the future. The User acknowledges that any expectations regarding the form and functionality of the Platform held by the User may not be met upon release of the mentioned project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Platform.
 - g. It is possible that even if the TruePlay Early Sale and Token Sale threshold is met, the insufficient funds will not feasibly develop Platform, possibly causing the effect that the Users may not be able to participate in any intended or implied projects. By holding TruePlay Tokens (TPLAY), the User acknowledges that he (she) understands that while every effort will be made to develop and launch the Platform, it is possible that it will never be realized due to the aforementioned reasons.
- 6.2. The Company and the respective Platform development team do not support any unfair or fraudulent practices and confirm their intention to further develop and elaborate the Company's project. However, due to the risks, associated with cryptocurrency and digital tokens market, the User understands and accepts that while the Platform development team will make reasonable efforts to maintain the mentioned project.

- 6.3. Company or its Affiliates make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.
- 6.4. We will take reasonable steps to exclude any viruses or defects from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties, defects will be corrected and accordingly no liability is accepted for defects and viruses. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of any of the services related to the TruePlay Early Sale and Token Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.
- 6.5. The Company and/or Platform development team or any of its Affiliates is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice. TruePlay Early Sale and Token Sale are not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

7. LIMITATIONS OF LIABILITY

- 7.1. This Website and the TruePlay Tokens (TPLAY) are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of TruePlay Tokens (TPLAY) and their use.
- 7.2. The User hereby expressly understands and agrees, that:
 - a. to the maximum extent permitted by the applicable Law, the Company or its Affiliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the TruePlay Tokens (TPLAY) or their use by the User, regardless of the basis, upon which the liability is claimed;
 - b. the Company and any of its Affiliates shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the TruePlay Tokens (TPLAY) or cryptocurrency;
 - c. the Company shall not provide to the User any refund possibility (payout liquidity) for the purchased TruePlay Tokens (TPLAY);

- d. the Company shall not guaranty in any way that the TruePlay Tokens (TPLAY) might be sold or transferred during or after the TruePlay Early Sale and Token Sale;
 - e. it is User's obligation to ensure compliance with any legislation relevant to his/her country of residency concerning use of this Website and use and buying of the TruePlay Tokens (TPLAY);
 - f. the Company should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the TruePlay Tokens (TPLAY);
 - g. the User is solely responsible for any applicable taxes imposed on tokens purchased hereunder;
 - h. the Company does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components;
 - i. the Company shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 7.3. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THE WEBSITE, AND THAT YOU SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE WEBSITE. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TRUEPLAY TOKENS (TPLAY) PURCHASED HEREUNDER.
- 7.4. We shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control (each, a "Force Majeure Event").

8. INDEMNITY

- 8.1. To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

- 8.2. User shall not have any claim of any nature whatsoever against Company for any failure by Company to carry out any of his obligations under these Terms as a result of causes beyond his control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Company, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

9. APPLICABLE LAW AND ARBITRATION

Please read the following paragraph carefully because it requires you to arbitrate disputes with us and it limits the manner in which you can seek relief.

- 9.1. All questions concerning the construction, validity, enforcement and interpretation of these Terms and all Accompanying Documents shall be governed by and construed and enforced in accordance with the laws of Belize. Any controversy or claim arising out of or relating to this Terms or the breach thereof, shall be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – “IACC”). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

10. WAIVER

- 10.1. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company (a) waive your and Company’s respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and (b) waive your and Company’s respective rights to a jury trial.

11. TERMINATION AND SUSPENSION

- 11.1. Notwithstanding anything contained herein, We reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Website, including (but not limited to) in case of your breach of these Terms or if the Company believes You have committed fraud, negligence or other misconduct.
- 11.2. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or our suspension of your access to the Website.
- 11.3. In the event of any Force Majeure Event, breach of these Terms and all Accompanying Documents, or any other event that would make provision of given by Us commercially unreasonable for the Website, We may, in our discretion and without liability to You, with or

without prior notice, suspend your access to all or a portion of our services/website. We may terminate your access to the Website in our sole discretion, immediately and without prior notice, and delete all related information and files without liability to You, including, for instance, in the event that you breach any term of these Terms.

12. MISCELLANEOUS

- 12.1. **Entire Agreement.** These Terms is intended to fully reflect the terms of the original agreement between the parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 12.2. **Assignment.** The Company may, at its sole discretion, assign its rights and/or delegate its duties under these Terms and all Accompanying Documents. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Company, which the latter may withhold at its sole discretion, shall be void.
- 12.3. **Severability.** If any term, provision, covenant or restriction of these Terms and all Accompanying Documents is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 12.4. **Electronic Notices.** The User agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures, that the Company provides in connection with use of the Website. The User agrees that the Company may provide these communications by posting them via the Website, by emailing them to User at the email address User provides.
- 12.5. **State Policies.** The Company and its Affiliates strictly follow AML (Anti-Money Laundering), KYC (Know Your Customer) and other banking or government policies and regulations in respective jurisdictions. Each and any User fully agrees to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority. Please see our Privacy Policy and for the information regarding how We collect and use information. These documents are part of these Terms, so please make sure that You read it.
- 12.6. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

13. CONTACT

- 13.1. If you have any questions regarding the use of the Website or regarding these Terms, you should send us an e-mail at info@trueplay.io.