

TERMS AND CONDITIONS

Last Updated: February 21, 2018

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION 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 TOKENS.

Your purchase of POKERSPORTS Tokens (“**POKERSPORTS**”) during the POKERSPORTS token sale (“**Token Sale**”) from POKERSPORTS LLC (“**Company**”) is subject to these Terms of Sale (“**Terms**”). Each of you and Company is a “**Party**,” and together the “**Parties**.”

By purchasing POKERSPORTS Tokens from us during the Token Sale, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at support@pokersports.com.

You and Company agree as follows:

1. Purpose and Use of POKERSPORTS

1. (a) Company is developing and deploying an Ethereum-based platform offering a variety of products and services relating to (“**POKERSPORTS Platforms**”) that may be accessed with POKERSPORTS tokens, a decentralized ERC20 token that Company is selling in the Token Sale. As detailed further in **Exhibit A**, the uses for POKERSPORTS in the POKERSPORTS Platform are currently expected to include, but are not limited to, accessing premium information technology content, selling and purchasing advertising spots, receiving rewards for producing content, sharing content, interacting with content, and reporting errors (the “**Token Utility**”).
2. (b) Token Utility will have certain limitations depending on whether users are located and resident in jurisdictions in which Company is licensed to offer a full suite of reward services, (“**Limited Jurisdictions**”).

3. (c) Purchase, ownership, receipt or possession of POKERSPORTS Tokens carries no rights, express or implied, other than the right to use POKERSPORTS Tokens in connection with Token Utility, in each case, to the extent that the Platform remains in use. You understand and accept that POKERSPORTS Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Company and its corporate affiliates, including the governance of Company and its corporate affiliates, subject to limitations and conditions in these Terms. POKERSPORTS Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

2. Eligibility

In order to be eligible to participate in the Token Sale, you must:

1. (a) Be at least 18 years of age;
2. (b) Comply with all the terms and conditions set forth in these Terms;
3. (c) Complete the Registration process, as defined and described in more detail in **Exhibit**

B. The Registration process is mandatory and requires you to (i) provide all information we request during the Registration process (“**Registration Information**”) and (ii) have a POKERSPORTS wallet (a “**Purchaser Wallet**”), each as described further in **Exhibit B**; and

4. (d) Fund your Purchaser Wallet with a sufficient amount of accepted digital currencies to allow you to complete your purchase of POKERSPORTS Tokens pursuant to these Terms.

3. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of POKERSPORTS Tokens from us during the Token Sale. Company will have no responsibility for the use of POKERSPORTS Tokens after POKERSPORTS Tokens are sold.

4. Cancellation and Refunds; Rejected and Unsuccessful Purchase Attempts

Your purchase of POKERSPORTS from us during the Token Sale is final, and there are no refunds or cancellations except as may be required by applicable law or regulation.

WE RESERVE THE RIGHT TO REFUSE OR REJECT POKERSPORTS TOKEN REGISTRATION OR PURCHASE ATTEMPTS AT ANY TIME IN OUR SOLE DISCRETION. ATTEMPTS TO PURCHASE POKERSPORTS WILL BE REJECTED IF ETHER IS SENT TO THE POKERSPORTS TOKEN SALE ADDRESS AT ANY TIME BEFORE OR AFTER THE TOKEN SALE. WE ARE NOT RESPONSIBLE FOR ANY UNSUCCESSFUL ATTEMPT YOU MAY MAKE TO PURCHASE OR REGISTER TO PURCHASE POKERSPORTS, REGARDLESS OF CAUSE.

5. Token Sale Procedures and Specifications

Important information about the procedures and material specifications of the Token Sale is provided in **Exhibit B**. By purchasing POKERSPORTS Tokens, you acknowledge that you have read and understand **Exhibit B**.

6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing POKERSPORTS Tokens, owning POKERSPORTS Tokens, and using POKERSPORTS Tokens in connection with Token Utility, as disclosed and explained in **Exhibit C**.

7. Security

You are responsible for implementing reasonable measures for securing your Purchaser Wallet and any other wallet or vault you use to hold POKERSPORTS Tokens you purchase from us, including any requisite private keys or other credentials necessary to access such Purchaser Wallet or other wallet or vault. Notwithstanding any other provision of these Terms, we will not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure your Purchaser Wallet or any other wallet or vault you use to hold POKERSPORTS Tokens or the relevant access credentials, (ii) the loss of, tampering with, circumventing or unauthorized use of the access credentials to your Purchaser Wallet

or any other wallet or vault you use to hold POKERSPORTS Tokens, (iii) any security breach affecting the security of your Purchaser Wallet or any wallet or vault you use to hold POKERSPORTS Tokens, or (iv) the loss of POKERSPORTS Tokens from your Purchaser Wallet or any wallet or vault you use to hold POKERSPORTS Tokens.

8. Registration Information

Disclose your Registration Information and other information collected through <https://POKERSPORTS.io>.

9. Taxes

Any amounts that you pay for POKERSPORTS Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of POKERSPORTS Tokens, including, for example, sales, use, value added, and similar taxes. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of POKERSPORTS.

10. Representations and Warranties

You represent and warrant that:

1. (a) You have a sufficient technical understanding of cryptographic tokens (including POKERSPORTS Tokens and Ether), Ethereum-based protocols, distributed networks (including the POKERSPORTS Platform), token storage mechanisms (including your Purchaser Wallet), and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing POKERSPORTS;
2. (b) You have read and understand the terms and conditions of these Terms (including all exhibits which are part of these Terms);
3. (c) You have obtained sufficient information about POKERSPORTS to make an informed decision to purchase POKERSPORTS Tokens;

4. (d) You understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of POKERSPORTS Tokens as set forth herein, including, but not limited to, the risks explained and disclosed in Section 6 and **Exhibit C**;
5. (e) You understand that POKERSPORTS Tokens are intended to be used only in connection with Token Utility, and confer no rights of any form with respect to Company or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
6. (f) You are purchasing POKERSPORTS Tokens for use in connection with Token Utility.
7. (g) You understand and acknowledge that the Company is not registered with or licensed by any financial regulatory authority in the United States or elsewhere. Accordingly, no United States or other financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing POKERSPORTS Tokens, nor have these Terms been filed with, or reviewed by, any United States or other financial regulatory authority;
8. (h) You understand and acknowledge that these Terms shall not be construed as an invitation (to the public in United States or otherwise) to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by the Company, shall be construed as such;
9. (i) All Registration Information you have provided is complete and accurate;
- 10.(j) You are at least 18 years of age;
- 11.(k) Your purchase of POKERSPORTS Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing POKERSPORTS Tokens, using POKERSPORTS Tokens, and entering into contracts with us, (ii) any foreign exchange, regulatory or import/export restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

12.(l) You hereby certify that you are not (i) a citizen or resident of a geographic area in which use of POKERSPORTS Tokens in connection with Token Utility is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. 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 POKERSPORTS Tokens. You agree that you will not knowingly sell or otherwise transfer POKERSPORTS Tokens to a party subject to U.S. or other applicable sanctions;

13. (m) You are not resident or domiciled in the People's Republic of China or New York State or purchasing POKERSPORTS Tokens from a location in the People's Republic of China or New York State;

14.(n) If you are purchasing POKERSPORTS Tokens on behalf of any entity, (i) you are authorized to accept these Terms and to act on such entity's behalf, (ii) such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly), and (iii) such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

15.(o) You will not use POKERSPORTS Tokens or POKERSPORTS games in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of POKERSPORTS Tokens or POKERSPORTS games in connection with transactions that violate U.S. federal or state securities or commodity laws;

16.(p) You will at all times maintain control of your POKERSPORTS Wallet, and you will not share or disclose the account credentials associated with your

POKERSPORTS Wallet with any other party. If you transfer POKERSPORTS Tokens from your Purchaser Wallet into another wallet or vault, you will likewise at all times maintain control of such other wallet or vault, and you will not share or disclose the account credentials associated with such other wallet or vault with any other party;

17.(q) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of POKERSPORTS Tokens; and

18.(r) You understand and acknowledge that title to, and risk of loss of, POKERSPORTS Tokens you purchase from Company passes from Company to you in United States.

11. Indemnification

1. (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of POKERSPORTS Tokens, (ii) your responsibilities or obligations under these Terms, (iii) any breach by you of these Terms, or (iv) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity.
2. (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

12. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (I) POKERSPORTS 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 POKERSPORTS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT; (II) WE DO NOT REPRESENT OR WARRANT THAT POKERSPORTS ARE RELIABLE, CURRENT OR ERROR- FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN POKERSPORTS WILL BE CORRECTED; AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT POKERSPORTS TOKENS OR THE DELIVERY MECHANISM FOR POKERSPORTS TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 12 may not apply to you.

Important Information About Procedures for Conducting Transactions

To help the government fight the funding of terrorism and money laundering activities, federal law may require us to obtain, verify, and record information that identifies each person who conducts a transaction involving the sale or exchange of virtual currencies.

What this means for you

When you conduct a transaction with us, we may ask for your name, address, date of birth, and other information that will allow us to identify you, including your Social Security number. We may also ask to see your passport, driver's license, or other identifying documents.

13. Limitation of Liability

1. (A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF

USE OR DATA, OR LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF POKERSPORTS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LOSS WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE POKERSPORTS, EXCEED THE AMOUNT YOU PAY TO US FOR POKERSPORTS.

2. (B) THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

14. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release (including similar laws in other applicable jurisdictions) to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

15. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS RESIDENT OR DOMICILED IN THE UNITED STATES. IF

YOU ARE RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. IF YOU ARE A RESIDENT OR DOMICILED OUTSIDE THE UNITED STATES, THIS SECTION DOES NOT APPLY TO YOU AT ALL AND FORMS NO PART OF OUR AGREEMENT WITH YOU.

1. (a) ***Binding Arbitration***. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) 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 Company (i) 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 (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
2. (b) ***No Class Arbitrations, Class Actions or Representative Actions***. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
3. (c) ***Federal Arbitration Act***. These Terms affect interstate commerce and the enforceability of this Section 15 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

4. (d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within 30 days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to Company at supper@pokersports.com. We may provide notice to you via email to the email address you provide in connection with Registration. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.
5. (e) Any arbitration will occur in Orlando, Florida. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in Orlando, Florida will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
6. (f) **Authority of Arbitrator.** As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

7. (g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
8. (h) **Severability of Dispute Resolution; Arbitration.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

16. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of United States, without regard to conflict of law rules or principles (whether of United States or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) will be resolved in the courts of United States except where Section 15 applies to you because you are resident or domiciled in the United States in which case any such dispute must be resolved in accordance with Section 15.

17. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

18. Disruption Event

In the event of a Disruption Event, we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will

announce the resumption at least four hours in advance. If we suspend the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section 18, we will determine in our sole discretion whether to (i) nevertheless end the Token Sale on the scheduled Token Sale End Date (as defined in **Exhibit B**) or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “**Disruption Event**” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether of 20% or more in any 24-hour period, or (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

19. Modification of Terms

We have the right to modify these Terms if we reasonably believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Terms at www.POKERSPORTS.io and update the “Last Updated” date above. We may also provide notice to you via email to the email address you provide during Registration. The amended Terms will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of POKERSPORTS Tokens you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Terms.

20. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of POKERSPORTS Tokens from us. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. We may assign our rights and obligations under these Terms.

Purchasing POKERSPORTS Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form.

Exhibit A Description of Company, the POKERSPORTS Platform, and POKERSPORTS

1. Overview of Company and Affiliates

Company is a limited liability incorporated in United States. Company will have primary responsibility for administering certain aspects of ongoing development related to POKERSPORTS, Token Utility and the POKERSPORTS games.

2. Overview of POKERSPORTS Platform

Company has already developed fully-functional unique fantasy sports games that integrate multiple industries. With the integration of POKERSPORTS Tokens and blockchain technology, that existing platform is being converted into a decentralized ecosystem with a broader scope of products and services (“**Platform**”). Transactions using the Platform will be conducted by smart contracts where Platform users (“**User**”) may transact POKERSPORTS Tokens and in connection with products and services and advertisements in the Platform.

3. POKERSPORTS – Token Utility

Company expects POKERSPORTS Tokens to be used in Limited and Full-Service Jurisdictions for:

- Entering any fantasy sports contest on PokerSports.com,
- Depositing and withdrawing rewards from said contest,

- Receiving rewards for publishing content, sharing content, interacting with content, and reporting issues on PokerSports.com (“**POKERSPORTS Rewards**”),

Although certain financial expectations and outlooks have been provided, many factors could affect the performance of our business, and our financial outlooks may not materialize or be accurate.

Exhibit B Token Sale Procedures and Specifications

1. Total Number of POKERSPORTS to be Created and Sold

Company will create a total of 500,000,000 POKERSPORTS by the time of the Delivery Date (defined in Section 5 below). No additional POKERSPORTS will be created. Prior to the Token Sale, Company will conduct a private sale with the same terms as the pre-sale.

Although subject to change at Company’s discretion, at the time of the Delivery Date, the allocation of POKERSPORTS Tokens is expected to be approximately as follows:

50% of the total POKERSPORTS Tokens is expected to be allocated to purchasers in the Token Sale (“**Sale POKERSPORTS Tokens**”), unless POKERSPORTS Tokens is sold at the Minimum Price (as explained in Section 5 below).

18% of the total POKERSPORTS is expected to be allocated for the Referral Program and Contest rewards associated with PokerSports games.

25% of the total POKERSPORTS is expected to be allocated to Founders, Team Members, Partners, and Advisors

7% of the total POKERSPORTS is expected to be allocated to Promotional Giveaways

Commencement and Duration of Token Sale

The Token Sale is expected to open to purchasers on or about 1:00pm ET on February 24th, 2018.

The Token Sale is expected to continue until (i) the Target Amount (as defined in Section 6 below) is reached or (ii) the sale end day has elapsed, whichever is earlier (either of (i) or (ii), the “**Token Sale End Date**”).

3. POKERSPORTS Price

As of the Token Sale Start Date, the price of each POKERSPORTS sold in the Token Sale will be \$0.06 per token. The price of POKERSPORTS may fluctuate during the POKERSPORTS Token Sale event based on the price of Ethereum (ETH). 1 ETH = 10,000 XPST.

4. Registration and Other Procedures for Buying POKERSPORTS in the Token Sale

To participate in the Token Sale, you must undergo the Token Sale registration process described herein (“**Registration**”). Registration is expected to begin at the same time the Token Sale commences.

During Registration, you must create a POKERSPORTS Wallet to purchase and store POKERSPORTS.

To begin Registration, you must access the Registration webpage at <https://POKERSPORTS.IO>. To complete Registration, you must: (i) provide all Registration Information requested; (ii) review, agree to and comply with these Terms; and (iii) review, agree with our Token Sale Policy. Registration Information is currently expected to include first name, last name, entity (if applicable), date of birth, email address, physical address, Purchaser Wallet address, the amount of ETH you intend to use to purchase POKERSPORTS, and a copy of your official national passport or other government issued identification (depending on the amount of your purchase request). We reserve the right to request additional Registration Information, and to deny attempts to register for the Token Sale, at our sole and absolute discretion.

We will verify your email and phone number (via SMS text message) to persons who successfully complete Registration and may provide further information relating to the Token Sale and “Know Your Customer” to you via email.

5. POKERSPORTS Purchase and Delivery

To facilitate the sale of POKERSPORTS Tokens to a broad community of purchasers, consistent with POKERSPORTS' express purpose as a utility token, Company has imposed a per person purchase limit of 962.27868 ETH worth of POKERSPORTS or 50 BTH worth of POKERSPORTS (“**Purchase Limit**”). Those who wish to exceed the purchase limit may contact us at support@pokersports.io to learn additional terms and requirements associated with large orders.

During the Token Sale, the POKERSPORTS Token Sale address will accept Ether, from verified Purchaser Wallets with adequate balances belonging to persons who have completed Registration. The accepted currency must be sent to the POKERSPORTS Token Sale address during the Token Sale in order to purchase POKERSPORTS Tokens. Sending to any other address may result in loss. POKERSPORTS is expected to be delivered to the Purchaser Wallet address in the amount to the POKERSPORTS Token Sale address on or by April 21st, 2018 (“Delivery Date”).

The POKERSPORTS Token Sale address will be deployed by Company. As such, you acknowledge that title to, and risk of loss of, POKERSPORTS Tokens delivered by the Token Sale address passes from Company to you in United States.

6. Use of Proceeds from POKERSPORTS Token Sale

Company is limiting the approximate total proceeds of POKERSPORTS sold in the Token Sale to complete Company's development roadmap, currently estimated as 20,000 ETH (“**Target Amount**”).

The proceeds of the Token Sale are intended to be used for the ongoing development of PokerSports.com, as outlined in the Company's Whitepaper (referenced in **Exhibit A**). However, there are no restrictions on how the Company may use the proceeds of the Token Sale. The Whitepaper is provided for illustrative and descriptive purposes only, does not form part of these Terms unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.

Exhibit C Certain Risks Relating to Purchase, Sale and Use of POKERSPORTS

Important Note: As noted elsewhere in these Terms, POKERSPORTS Tokens are not being designed or sold as currency, securities or any other form of investment product. Accordingly, none of the information presented in this **Exhibit C** is intended to form the basis for any investment decision, and no specific recommendations are intended. Company 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 **Exhibit C**, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using POKERSPORTS, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to POKERSPORTS Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of POKERSPORTS Tokens stored in your Wallet or other digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your Purchaser Wallet or other digital wallet or vault storing POKERSPORTS Tokens will result in loss of such POKERSPORTS Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of your Wallet or other digital wallet or vault service you use, may be able to misappropriate your POKERSPORTS Tokens. Any errors or malfunctions caused by or otherwise related to your Wallet or other digital wallet or vault you choose to receive and store POKERSPORTS Tokens, including your own failure to properly maintain or use such Purchaser Wallet or other digital wallet or vault, may also result in the loss of your POKERSPORTS Tokens. Additionally, your failure to follow precisely the procedures set forth in **Exhibit B** for buying and receiving POKERSPORTS Tokens may result in the loss of your POKERSPORTS Tokens.

2. Risks Associated with the Ethereum Blockchain

Because POKERSPORTS Tokens are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Platform or POKERSPORTS Tokens. Moreover, advances in cryptography, or technical advances such as the development of

quantum computing, could present risks to POKERSPORTS Tokens, including the use of POKERSPORTS Tokens for Token Utility, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum blockchain, POKERSPORTS Tokens are susceptible to attacks by miners in the course of validating POKERSPORTS Tokens transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and POKERSPORTS Tokens, including, but not limited to, accurate execution and recording of transactions involving POKERSPORTS Tokens.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or POKERSPORTS Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and POKERSPORTS Tokens, including POKERSPORTS's use for Token Utility.

5. Risks Associated with Markets for POKERSPORTS

POKERSPORTS Tokens are intended to be used solely in connection with the Platform, and Company does not support or otherwise facilitate any secondary trading or external valuation of POKERSPORTS Tokens. This restricts the contemplated avenues for using POKERSPORTS and could therefore create illiquidity risk with respect to POKERSPORTS Tokens you hold. Even if secondary trading of POKERSPORTS Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to POKERSPORTS Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, POKERSPORTS Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of POKERSPORTS Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and POKERSPORTS Tokens. Regulatory actions could negatively impact the Platform and POKERSPORTS Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale, delivery or use of POKERSPORTS Tokens constitutes unlawful activity, or that registration or licensing is required for POKERSPORTS Tokens or for some or all of the parties involved in the purchase, sale, delivery or use of POKERSPORTS Tokens. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approvals to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterization of POKERSPORTS Tokens is uncertain. You must seek your own tax advice in connection with purchasing POKERSPORTS Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Competing Protocols

It is possible that alternative platforms could be established that utilize the same code and protocol underlying the Platform. The Platform may compete with these

alternative platforms, which could negatively impact the adoption of the Platform and POKERSPORTS Tokens, including POKERSPORTS' Tokens use for Token Utility.

10. Risk of Insufficient Interest in the Platform or Distributed Applications

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed protocols and decentralized applications, more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of POKERSPORTS Tokens, including its use for Token Utility.

11. Risks Associated with the Development of the Platform

Although the Platform will be deployed and operational at the time of the Token Sale, it is still subject to ongoing development and may undergo significant changes over time. How other participants will use the Platform is also outside of Company's control. This could create the risk that POKERSPORTS Tokens or the Platform, as further developed and used, may not meet your expectations at the time of purchasing POKERSPORTS Tokens. It is also possible that the Platform will experience malfunctions or otherwise fail to be adequately developed over time, which may negatively impact the Platform and the potential utility of POKERSPORTS Tokens, including its use for Token Utility.

12. Risk of an Unfavorable Fluctuation of Ether and Other Currency Value

The Company team intends to use the proceeds from selling POKERSPORTS Tokens to contribute to the ongoing development of the Platform, as described further in **Exhibits A and B**. The proceeds of the Token Sale may, at Company's discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Token Sale, the Company team may not be able to contribute to ongoing development of the Platform in the manner that it intended.

13. Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in POKERSPORTS' Tokens utility (including its use for Token Utility), the failure of commercial relationships, or intellectual property ownership challenges, the Company may dissolve. The dissolution of Company may still adversely impact the Platform and the utility of POKERSPORTS Tokens, given Company's role in developing the Platform and its anticipated role in contributing to the ongoing development of the Platform.

14. Risks Arising from Lack of Governance Rights in Company

Because POKERSPORTS Tokens confer no governance rights of any kind with respect to Company, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue contributions to the Platform's ongoing development or to sell or liquidate the Company. As noted above, the consequences of those decisions could adversely impact the Platform and the utility of POKERSPORTS Tokens that you hold, including POKERSPORTS's use for Token Utility.

15. Risks Associated with New and Evolving Laws Impacting Decentralized Application Technology

The distributed ledger and decentralized application ecosystem, and by extension the Platform, may be subject to a variety of federal, state and international laws and regulations, including those with respect to financial services, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, intellectual property (including copyright, patent, trademark and trade secret laws), and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could adversely impact the Company, the Platform and POKERSPORTS, including POKERSPORTS's use for Token Utility.

Additionally, the users and developers of the Platform may be subject to industry-specific laws and regulations or licensing requirements. If any of these parties fail to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more

stringent or are otherwise expanded, it could adversely impact the Platform and POKERSPORTS, including POKERSPORTS's use for Token Utility.

16. Specific Risks Relating to Value and Function of POKERSPORTS

The launch of new features on the Platform utilizing POKERSPORTS Tokens may be delayed for reasons beyond Company's control and may ultimately prove unsuccessful. Company may discontinue features if they are not profitable, licensing requirements change, or for other reasons.

The ability to convert POKERSPORTS Tokens into other cryptocurrencies or fiat currencies will depend on the development of a trading market for the token. Company has no obligation to promote or support trading of POKERSPORTS Tokens.

No promises of future performance or value are or will be made with respect to POKERSPORTS Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that POKERSPORTS Tokens will hold any particular value.

17. Unanticipated Risks

Cryptographic tokens such as POKERSPORTS Tokens are a new and untested technology. In addition to the risks included in this **Exhibit C**, there are other risks associated with your purchase, holding and use of POKERSPORTS Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit C**.