

POKERSPORTS TOKEN SALE POLICY

Last updated: 2/19/2017

SECTION 1. SALE POLICY

1.1. This Sale Policy (hereinafter referred to as the “Policy”) sets forth general guidelines and procedure of the POKERSPORTS Token Sale by the Website Owner and its purchase by Users.

1.2. This Policy is an absolute element of the POKERSPORTS Token Sale General Terms & Conditions that the User shall carefully read, understand, and irrevocably accept. In terms not regulated by this Policy the POKERSPORTS Token Sale General Terms & Conditions shall apply to the relationships that arise hereunder.

1.3. It is each user’s responsibility to carefully read and comply with this Policy.

1.5. It is understood and inferred per se that by the facts of use of the Website and purchase of POKERSPORTS Token, the respective User has fully read, understood, and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchasing POKERSPORTS Token.

IMPORTANT: ALL BUYERS WILL BE REQUIRED TO SUBMIT PROPER KYC AML REQUIREMENTS BEFORE RECEIVING THEIR POKERSPORTS TOKENS. ALL SALES ARE FINAL. IF YOU DO NOT COMPLY WITH AML REQUIREMENTS YOU WILL NOT RECEIVE POKERSPORTS TOKEN OR REFUND. ALL POKERSPORTS TOKEN BUYERS MUST AGREE THAT THE INTENT TO PURCHASE POKERSPORTS TOKEN AT THE TIME OF PURCHASE IS TO PURCHASE SERVICES WITH POKERSPORTS TOKEN OFFERED ON POKERSPORTS.COM OR ANY AFFILIATE WHERE POKERSPORTS TOKEN IS ACCEPTED. ONLY ACCREDITED INVESTORS ARE EXCLUDED FROM THIS REQUIREMENT.

SECTION 2. POKERSPORTS TOKEN SALE OFFER AND ACCEPTANCE

2.1. POKERSPORTS Token are available for purchase to eligible persons (Users) and businesses (Entities) only during the specified POKERSPORTS Token Sale dates that are explained on the Website.

2.2. The Website Owner’s publication on the Website of an offer to sell POKERSPORTS Token to eligible offerees (potential POKERSPORTS Token purchasers) is considered a legally binding

offer of the Website Owner to sell POKERSPORTS Token (hereinafter referred to as the “Offer”).

2.3. The Offer shall be available only at the Website. Any other offers concerning POKERSPORTS Token Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Website Owner.

2.4. Legally binding acceptance of the Offer shall be conducted by a User on the Website (hereinafter referred to as the “Offer Acceptance”) by clicking on the respective “BUY XPST” button (or similar) on the Website. From this moment, the Offer shall be considered formally accepted by the respective User and the User shall be obliged to pay the price of the respective number of Tokens (on the condition that the respective User complies with the eligibility requirements set forth by the Website Owner).

2.6. Offer Acceptance by an eligible User shall be deemed absolute and irrevocable.

SECTION 3. PAYMENT PROCEDURE

3.1. The price of one POKERSPORTS Token is set forth in the respective Cryptocurrency and shall be mentioned in the Whitepaper and published on the Website.

3.2. We do not accept fiat currency as payment for POKERSPORTS Token, however this may change during the token sale event, as we may choose to accept fiat currency as an acceptable form of payment without notice.

3.3 Currently only Ethereum is accepted as payment for POKERSPORTS Token, however this may change during the token sale event, as we may add additional forms of acceptable cryptocurrency payment without notice.

3.4. To purchase POKERSPORTS Token, the User shall only send Cryptocurrency funds from his/her personal wallet in the amount which is commensurate to the amount of the POKERSPORTS Token the User is willing to receive for such payment. It is prohibited to send Cryptocurrency funds to purchase POKERSPORTS Token from any Cryptocurrency exchanges (Coinbase, Poloniex, or others). The User agrees to control solely the address and/or the Cryptocurrency wallet used for the POKERSPORTS Token Sale contribution, shall not act on behalf of any third party, and shall not transfer the control of the mentioned address or wallet to any third party.

3.5. The amount of POKERSPORTS Token to be provided to a User shall be specified in eligible User's registered Account on the Website upon completion of POKERSPORTS Token purchase. To receive POKERSPORTS Token, the eligible User is obliged to closely follow all requirements and procedures set forth by the Website Owner, as shall be mentioned on the Website or otherwise communicated by the Website Owner to the User (including provision of necessary identification information about the User, information about his/her Cryptocurrency wallet, complying with KYC/AML/OFAC screening procedures, etc.). The Website Owner is not liable for inability of the User to receive or use POKERSPORTS Token because of User's failure to follow any of the requirements and procedures of the Website Owner or due to any possible misrepresentations of the User and shall not make any refunds of contributions made.

3.7. To the maximum extent permissible under Applicable Law, the purchase of the POKERSPORTS Token by the User from the Website Owner is final and absolute, and, thus, there are no refunds and/or cancellations.

3.8. The Website Owner shall not store POKERSPORTS Token on a User's behalf; any POKERSPORTS Token shall be stored in the User's own personal Cryptocurrency wallet following issuance.

SECTION 4. POKERSPORTS TOKEN SALE PROCEEDS STATUS

4.1. The Cryptocurrency proceeds received by the Website Owner from the sale of POKERSPORTS Token to users shall only be deemed as proceeds received from sale of software services, as POKERSPORTS Token are eventually designated to provide services to the Users.

4.2. You agree that POKERSPORTS Token are not securities or any other financial instruments and shall not be considered as such; the offering of POKERSPORTS Token is not registered with any government entity or jurisdiction, and does 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 in POKERSPORTS, and do not represent any ownership rights in POKERSPORTS.

SECTION 6. USER REPRESENTATIONS AND WARRANTIES

6.1. By accepting this Policy and by buying the POKERSPORTS Token, the User represents/warrants and accepts that there are certain risks associated with purchase of POKERSPORTS Token, holding POKERSPORTS Token, and using POKERSPORTS Token. By purchasing POKERSPORTS Token, the User expressly acknowledges and assumes such

risks, including, but not limited to: risk of losing access to the POKERSPORTS Token in his/her possession due to loss of private key(s) or password, as well as any other registration information; risks associated with the POKERSPORTS Token Blockchain; risk of mining attacks; risks associated with the Ethereum blockchain: risks of hacking and security weakness; risks associated with Cryptocurrency markets; etc.

6.2. There is a risk that the use of the POKERSPORTS Token and relationship between the Parties may be regulated by any other applicable rules and policies.

6.3. The User agrees to be solely responsible for any applicable taxes imposed on the POKERSPORTS Token purchased hereunder.

6.4. The User is fully liable for any possible misrepresentations concerning meeting of any eligibility requirements set forth by the Website Owner for POKERSPORTS Token Sale conduction (including, but not limited to, residence requirements).

6.5. The User understands and fully accepts that the Website Owner is entitled to ban or restrict the user's involvement in the POKERSPORTS Token Sale (solely upon the Website Owner's discretion and by any means) if the respective User does not meet any of the eligibility requirements set forth by the Website User for POKERSPORTS Token Sale administration or on other grounds.

6.6. The User understands and fully accepts that certain jurisdictions restrict (or may restrict in future) their residents or citizens from participation in any token sales, the use of Cryptocurrencies, or use of any Cryptocurrency exchanges for various reasons. The Website Owner does not bear any liability for any possible current or future impossibility to use POKERSPORTS Token because of the aforementioned or any other possible restrictions.

6.7. The User hereby agrees to provide valid proof concerning the legality of his/her proceeds used to purchase POKERSPORTS Token upon the Website Owner's request or the request of bank institutions or government authorities.

6.8. The User hereby confirms that he/she has not been involved in any illegal activity and that he/she will not use the Website for any illegal activity.

SECTION 7. AML REGULATIONS

7.1. If, at any time, We determine that we must or should comply with applicable law, rules, or regulations for money service businesses operating in the United States or any other jurisdiction,

we may be required to file details of account activity to the Financial Crimes Enforcement Network (“FinCEN”) periodically. We may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions including, but not limited to, reporting suspicious transactions of \$2,000 or more to FinCEN, and maintaining records regarding transactions of \$3,000 or more (the “Recordkeeping Requirements”).

7.2. By agreeing to this Agreement, you acknowledge and agree that that We maintain verification levels that require User participation and verification to obtain, with leveled permissions based on user-supplied information, our ability to verify it, and Our internal policies. You accept that You may not be able to achieve Your desired level of verification, and We reserve the right, at Our sole discretion, to determine the appropriate verification level for any User, as well as the right to downgrade Users without notice. We may, periodically, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect Your right to purchase POKERSPORTS Token or withdraw POKERSPORTS Token in your Account, and You indemnify Us against any losses associated with an inability to purchase, withdraw, or use POKERSPORTS Token based on Your verification level.

SECTION 8. PROHIBITIONS

8.1. By agreeing to this Agreement, you warrant that neither You, nor any individual or entity that You represent, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which POKERSPORTS is prohibited to deal under the laws of the United States, or (B) is a Person identified as a terrorist organization on appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to use the Website or to participate in the POKERSPORTS Token Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries).

8.2. Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or has any affiliation to such sanctions shall not be entitled to use the Website and participate in the POKERSPORTS Token Sale.

8.3. You further represent and warrant that (if You are a natural person): (i) You are not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial, or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the finances used to fund the purchase of

POKERSPORTS Token are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.”

8.4. You further represent and warrant that you do not know or have any reason to suspect that (1) the monies used to fund Your purchase of POKERSPORTS Token have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, or (2) the proceeds from Your purchase of POKERSPORTS Token will be used to finance any illegal activities.

SECTION 9. PURCHASE RESTRICTIONS

9.1. The Website and/or POKERSPORTS Token are intended for marketing and sale to participants only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations (“Permitted Jurisdictions”). You are only permitted to use the Website and purchase POKERSPORTS Token if Your primary residence or domicile is in a Permitted Jurisdiction.

9.2. The marketing and sale of POKERSPORTS Token is being made in the Permitted Jurisdictions on the basis that the POKERSPORTS Token do not constitute a security, financial instrument, or otherwise regulated investment in those jurisdictions, such that the prospectus or other disclosure rules and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of POKERSPORTS Token in the Permitted Jurisdictions. In addition, POKERSPORTS is not regulated in the Permitted Jurisdictions and is not required to be registered with, or licensed or authorized by, any relevant authorities. If Your primary residence or domicile is not in one of the Permitted Jurisdictions, you are not permitted to purchase POKERSPORTS Token and we reserve the right to refuse to sell POKERSPORTS Token to You and the right to restrict Your access to the Website.

NOTICE TO RESIDENTS IN THE PEOPLE’S REPUBLIC OF CHINA, SOUTH KOREA, JAPAN AND STATE OF NEW YORK

9.3. Certain jurisdictions restrict or have specific governance concerning the offer, sale and/or purchase of Cryptocurrencies and/or tokens through token sale, and these include the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan, and the State of New York. POKERSPORTS Token shall not be marketed, offered, or sold to residents in the People’s Republic of China (excluding the special

administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan, or the State of New York. The information contained in this Policy and/or any Accompanying Documents will not constitute an offer to sell or an invitation, advertisement, or solicitation of an offer to buy POKERSPORTS Token within the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan or the State of New York.

SECTION 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

10.1. The POKERSPORTS Token are to be administered on an “as is” basis and without any warranties of any kind, either expressed or implied. The User assumes all responsibility and risk with respect to buying of any amount of POKERSPORTS Token and their use. The User hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the Website Owner does 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 the Website or the material, information, software, facilities, services, or content on the Website, as well as from the purchasing of POKERSPORTS Token, regardless of the basis upon which the liability is claimed and even if the Website Owner has been advised of the possibility of such loss or damage. The User understands and agrees that the Website Owner shall not be held liable to and shall not accept any liability, obligation, or responsibility for any change of the value of POKERSPORTS Token. The User understands and agrees that the Website Owner shall not guarantee in any way that POKERSPORTS Token may be sold or transferred during or after the POKERSPORTS Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the User, the limitations will apply to the User only to the extent permitted by the Applicable Law. The User understands and agrees that it is his/her obligation to ensure compliance with any legislation or procedure relevant to his/her country of residence concerning purchasing of POKERSPORTS Token. Purchasing of POKERSPORTS Token by the User in no way creates any exclusive relationship between the User and the Website Owner, nor any partnership, joint venture, employment, or agency.

SECTION 11. CONFIDENTIALITY

11.1. The User acknowledges and agrees that any information the User has acquired from or about POKERSPORTS, included, but not limited to, information or data regarding prices, scope of terms, and any other terms, conditions, obligations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered (hereinafter, the “Confidential Information”), was received in confidence. The User expressly complies to take all reasonable provisions to protect such information and not to disclose any such information or any

information derived therefrom to any third person without the prior written consent of POKERSPORTS. The Parties also agree to hold each other's Confidential Information confidential for a period of three (3) years following the signing of this Agreement. The Parties agree that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into the possession or knowledge of the other Party about its performance hereunder and which in the ordinary course of business is treated as confidential. The content of this Agreement, as well as the fact that it has been entered, shall also constitute Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient advises the disclosing party of the governmental demand for disclosure in a timely manner). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name, or logo of the other Party without having obtained its consent.