

A decentralized poker platform on the Ethereum blockchain

Acebusters Whitepaper

This Whitepaper comprises the single legal document presented to public by the Company in connection with the Acebusters Crowdsale.

This means, it contains all material information regarding the Company, its product offering, as well as the Terms & Conditions under which Acebusters Tokens can be purchased.



JOIN THE FORCE FOR THE REVOLUTION OF ONLINE POKER!

Making online poker fair, profitable, secure and great, again!

Notice to Investor

Read this document in its entirety before taking any action.

Acknowledge the non-regulated nature of investment.

Accept a high degree of risk in relying on forward-looking statements.

Consult an expert if you are in any doubt about the contents of this document.

The purpose of this document is to present the Acebusters project to potential Investors in connection with the proposed Crowdsale. Hereby we provide relevant information allowing potential Investors to determine whether to undertake a thorough analysis with the intent of acquiring Acebusters tokens.



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DEFINITIONS.

Acebusters Tokens The Acebusters Dapp issues two tokens (cryptocurrency), Nutz (NTZ)

and Power (ABP). The tokens will be offered during the Acebusters Crowdsale and carry the right as set forth by the Terms & Conditions.

Company CyFin Technologies OU, a company incorporated under the laws of

Estonia on 12 Dec 2016 under company No. 14167123, with a

corporate seat at Narva maantee 5, 10117 Tallinn, Estonia.

Crowdsale A crowdfunding that will give possibility to purchase the Acebusters

Tokens at a Discount between 21 September 2017 (UTC 13:00)

and 21 October 2017 (UTC 12:59).

Dapp A software product (decentralized application) created by the

Company. The Acebusters Dapp is a set of open and tamper-proof

smart contracts, deployed on the Ethereum blockchain.

Discount A discounted rate at which Investors will be able to purchase

Acebusters Token during the Crowdsale.

Escrow Council Four independent parties, having the right to make decisions about

the use of Crowdsale proceeds through majority rule.

Investor A participant of the Crowdsale buying Acebusters Tokens from the

Company during the Crowdsale.

Terms & Conditions The Terms & Conditions section of this Whitepaper, including any

properly executed amendments thereto.

Website The Crowdsale landing page maintained by the Company at

www.acebusters.com/crowdsale

Whitepaper This document as a whole, including the Terms & Conditions.



INTRODUCTION.

Acebusters is a **decentralized poker platform** made by obsessive poker and cryptography fans. We strive to create Acebusters as a decentralized application (Dapp) which will offer the service of dealing cards and settling bets. The open and borderless nature of blockchain will allow players from all over the world to connect and create the largest poker liquidity pool seen to date.

As a result of countless hours invested in research and development, we have laid the foundation for the Dapp on 1 May 2017, by launching a public beta offering for play-money at beta.acebusters.com.

Through the use of multi-party state channels, a technology we developed to minimize the cost of interaction with the Ethereum blockchain, we have **pioneered real-time cash games** on the Ethereum blockchain.

With our web-app we have been able to attract about 1,500 visitors to our beta and achieved a 13.1% visitor-to-client conversion rate. During the beta more than **10,000 hands have been played** at our tables.

Our next step will be to launch games for real-value tokens on the Ethereum blockchain. We will kick off the **launch with a crowdsale** attracting sufficient financing to complete our development roadmap and fully decentralize the operations of the Dapp.

By buying Acebusters tokens everyone can become an investor in an innovative Dapp, which is at the start of its global expansion. Holding Acebusters tokens **guarantees investors participating** in the decision-making process of the Dapp to net profit from the its growth.



THE PROBLEM.

Online poker should be thrilling, profitable and secure. Legacy poker platforms were not able to guarantee these factors and thus led to a downslide of the online poker economy.

We identified some main problems of the traditional online poker platforms:

Player Deposit Risk

In 2011, PokerStars and Full Tilt Poker, the biggest poker rooms at the time, were shut down due to bank fraud and money laundering causing many players to lose their funds.

Fraud by Poker Platforms

Many players suspect that platforms maximize rake by unfair shuffling. In addition, traditional business offerings can profit from the exploitation of personal data or arbitrarily block accounts of users that are too profitable.

No "Mobile-first" Approach

A lack of user friendly interface for recreational players or players on the go.

Fragmented Liquidity

Often players are limited to a single jurisdiction, which denies them access to rich liquidity of games and opponents.

All traditional platforms manage funds on behalf of the player as well as shuffle and keep the cards secret, posing as a trusted third party. By relying on this trust model these platforms incur high operational and regulatory compliance cost.



OUR SOLUTION.

The Acebusters Dapp.

With the Acebusters Dapp we offer the pleasure and excitement of playing poker (and of course the chance to earn money) to anybody, anytime and anywhere without the need for players to trust any third party with the custody of their funds.

Security

The engineers that developed Acebusters are long-term veterans in the blockchain space. The Dapp was developed following industry best practices to guarantee the safety of the players' funds at all times. We have taken the following measures:

- Bankroll always stays under the **sole control of the player** in his own wallet.
- Wallet software to secure account and bankroll is **player's choice**.
- **Peer review of smart contracts** by reputable service provider.

We plan on implementing **secure multi-party computation (MPC)** as a protocol for game execution. This cryptographic protocol will allow players to shuffle the deck collectively while keeping the cards secret until they are revealed in the game. Superuser access and manipulation of the random number generator for shuffling can be provably prevented, regaining players' trust using this technology.

Accessibility

Our Dapp can be accessed from the **web or any mobile device**, removing the need to install the custom software that traditional operators require. This eliminates practically any timing or geographical limits for playing.

No personal data or verification of players' identity is required to use the Acebusters Dapp. Rather, by creating a personal wallet and acquiring NTZ, the primary token of the Dapp,

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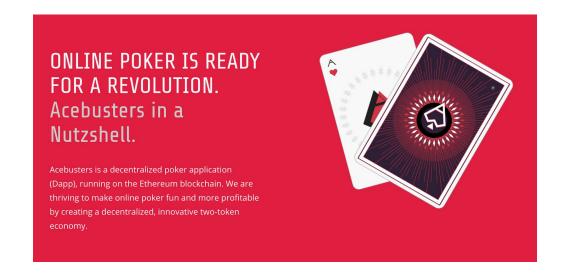
anyone can become a player. The time it takes from learning about the existence of Acebusters to placing the first bet can be as low as 2 minutes. By reducing the mental cost of registration, more occasional players from any geography will be able to participate. While we have greatly reduced the hurdles to initial access, we have undergone great efforts to disincentivize access by minors and persons with a tendency for addictive behaviour.

Profitability

Poker is only fun if it is also profitable for the players. We operate with a simple low-rake structure that is more profitable to recreational and professional players than rake structures of traditional platforms. Furthermore, we base our app on the Ethereum blockchain. The global reach of Ethereum will allow us to aggregate more players in one liquidity pool than any existing platform. We strive to bring back the golden era of online poker with **low-rake** and high-profit games.

We are live and delivering value to users already. Don't trust, convince yourself! Test the product here:

dapp.acebuters.com



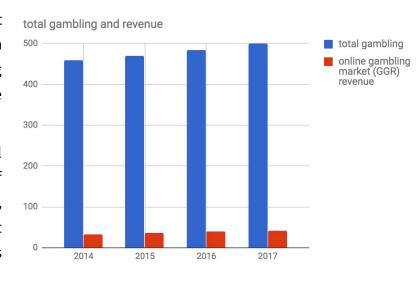


MARKET ASSESSMENT.

Global Gambling Market

Global gambling is a huge market which comprised \$483.5 billion in revenues in 2016, and is growing 3.15% to 3.53% annually since 2014¹.

Platform wise, the global gambling market consists of land-based and online gambling, where the online segment accounts for 8.25% (2014) and is quickly growing (9.72% by 2017)².



Online Poker Market

The global online poker market is the specific market niche of our venture in the global gambling market.

Online poker	3.37	0.70%
Non-poker online gambling	36.23	7.50%
offline gambling	443.4	91.80%
Total	483	100.00%



¹ http://corporate.888.com/sites/default/files/888%20AR%202016%20Hyperlinked%20PDF.pdf

² Source: H2 Gambling Capital (2 March 2017).

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Online poker saw a rapid rise in popularity beginning in 2003 when Tennessee accountant Chris Moneymaker won the main event at the World Series of Poker, a prize of \$2.5 million, after winning his entry in a \$39 buy-in online satellite tournament on PokerStars³.

This rise in popularity saw global online poker grow significantly, notably in Europe and North America, by 2010. In 2011, two of the industry's largest brands, PokerStars and Full Tilt, exited the US market, where they held a significant majority of the online poker market share, impacting global poker player liquidity and initiating a multi-year decline in poker.

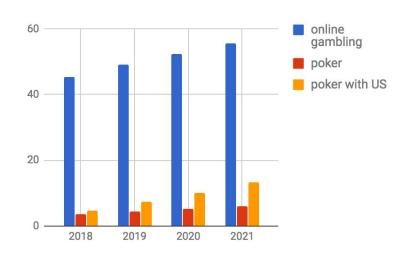
Despite all the reports on contracting markets and past hiccups with operators, the global online poker niche is said to be \$3.37 billion in 2016 and is likely to grow⁴.

Today's online poker market is generally characterised by the following features:

- High entry cost of penetrating new markets, primarily due to costly licensing and promotional campaigns.
- Classification of poker as illegal gambling in many countries; the entire poker market is worth more than \$50 billion estimated, out of which legal online poker accounts for less than 10% of the revenue.
- Growth potential, after years of consolidation the market is shifting and ready to break out. Especially in Asia, the rise of the online poker community IDN Network has shown this potential.⁵ Also Brazil has been one of the biggest emerging markets for online poker, thanks to new legislation.⁶ After the UIGEA Act of 2006, there are now several states in the US which allow online gambling.⁷

Market Outlook

Being a relatively young and new market, the online gambling sector is still developing, adding new categories like fantasy sports and e-gaming sidebets. Online gambling's Gross Gaming Revenue (GGR – stakes minus



³ http://www.starsgroup.com/the-stars-group/investor-relations/financial-and-corporate-information

⁴ http://www.egba.eu/facts-and-figures/market-reality/

⁵ https://www.onlinepokerreport.com/24080/asia-online-poker-market-idnpoker-traffic/

⁶ http://www.casinonewsdaily.com/2017/04/17/brazil-become-largest-regulated-gambling-jurisdiction/

⁷ https://www.onlinepokerreport.com/us/



winnings) is expected to rise from \$45.3 billion in 2018 to \$55.5 billion in 20218.

We believe more US states will regulate online poker or online gaming in the future, at which point poker is expected to outperform the gambling sector and hit revenues of \$13.3 billion by 2021. There can be no assurance when this will happen, if at all. If no regulatory easing is applied in different jurisdictions, online poker is expected to grow at the rate of market or even lag behind, hitting revenues of \$6.1 billion by 2021.

Our team performed an extensive marketing research. The following five most promising online poker markets will comprise approximately 48% of the estimated global online poker market in 2021. Given favorable regulatory changes, we plan to address these markets with Acebusters.

Country	Estimated online poker revenue in 2021	Forecasted cost of market entry till break even (based on comprehensive financial modelling)
China	\$2,340 million	\$17.2 million
USA	\$1,570 million	\$14.1 million
UK	\$970 million	\$10.1 million
Indonesia	\$750 million	\$5.2 million
Brazil	\$730 million	\$4.3 million

⁸ source: H2 Gambling Capital ("H2GC")

⁹ https://goo.gl/UdgA8g



MILESTONES.

Since September 2016, when the first code of the Acebusters project was written, we have dedicated ourselves to solving some of the toughest online poker challenges. We have ported the business model of online poker to blockchains through the invention of a multi-party state channel, a scaling technique that allows for real-time games. We have embedded a sophisticated economic model that incentivizes fairness and boosts network effects.

Having validated the viability of the product, our goal now is to be the first decentralized online poker platform to market and to leverage this first-mover advantage in establishing Acebusters as a legitimate market contender.

Key events

First implementation of blockchain prototype beta.acebusters.com launched on Ethereum testnet
beta.acebusters.com launched on Ethereum testnet
10,000 hands played achieved
dapp.acebusters.com launched on Ethereum
Testimonial campaign for crowdsale
Crowdsale launched
Crowdsale completed
Host first Sit & Go tournaments
Build out development and marketing team
<u></u>



Q1 2018	Live tournaments with professionals allowing trustless staking
Q3 2018	Global marketing campaign including multi-table tournaments

Development Roadmap

With the crowdsale we strive to attract sufficient financing to complete our development roadmap, composed of the following milestones:

Sit-and-Go Tournaments

SnG is a very popular format and it will be one of the first features.

Mental Poker Protocol

Development of an efficient protocol to guarantee a fair shuffle and protect the secrecy of the cards.

Trustless Staking

Escrow tournament buy-ins and autonomously distribute payouts based on game outcomes with the help of smart contracts.

Multi-table Tournaments

Host tournaments with well-known online and live tournament professionals and broadcast these events live.

Sidebets

Give some goodies to the railbirds!

Marketing Roadmap

The current online poker market incumbents have large marketing budgets and sophisticated user acquisition processes. Acebusters will attack these incumbents with a community-based affiliate program. Affiliates will be given access to an extensive collection of marketing material and rewarded with lifetime commissions for the players they refer.

We will dedicate significant resources to price pools in guaranteed tournaments and freerolls, as well as offer a profitable rakeback program.



RISK FACTORS.

Like all business projects Acebusters is facing risks. Below is a list of the main risks we have identified and measures we have prepared to address them.

Smart Contract Security

Smart contract technology is still in its early stages of development, and its application is still of experimental nature.

Counter-measures: Reducing complexity and putting only core logic into smart contracts. A peer review by the some of the best experts in the industry has been conducted.

Unstable Regulation

Our business could become subject to complex and evolving laws and regulations.

Counter-measures: Proactive negotiations about official licences. Collaboration with local organisations influencing lawmakers to create new forms of regulations for blockchain businesses.

Insufficient Market Reach

Inability to quickly grow a sufficient user base will result high churn rates and threaten profitability of platform.

Counter-measures: We have designed a community-based affiliate program that will create exponential growth.

Decline in Online Poker

The online poker market has been in a continued consolidation for multiple years after the events following "Black Friday" in 2011. This trend could return or even strengthen.

Counter-measures: In addition to the indicators for a market revival that have been stated in the "Market Assessment" section, the team consists of multiple professional players. These professionals have an extensive network in the industry as well as distinct knowledge about the market.



TOKEN ECONOMY.

This section will present the economic design of the Acebusters Dapp. We introduce the Acebusters tokens, a two-token system that equally caters to the interests of users and investors. The Acebusters tokens can be distinguished as Nutz (NTZ), the players' token that allows them to play games and protects the players' bankroll from market volatility, and Acebusters Power (ABP), the investors' and affiliates' token, that allows them to profit from the growth of the Dapp and participate in decision making.

Nutz (NTZ)

The Nutz contract is the issuer of the Nutz token and entry-gate to the Acebusters economy. Nutz are uncapped in supply and can be purchased with Ether and converted back to Ether at any time.

Holding Nutz in a wallet gives players the ability to join tables. When joining, Nutz are transferred into a blockchain payment channel managed by the table contract, in which multiple players can exchange bets in real time. The payment channel holds all funds securely until players stop to play, at which time Nutz are transferred back directly into players' wallets.

The Nutz token supply can be categorized as follows:

Active Supply

The sum of all Nutz held on the accounts of users.

Power Pool

An account that holds all Nutz that have been converted to ABP. Details about this can be found in the "Power" section (see below).

Burn Pool

An account in which Nutz can be permanently immobilized. The section "Power Events" (see below) will describe the purpose of this account.

Total Supply

The sum of Nutz in active supply, power pool and burn pool.



Market Maker

The Nutz contract implements a purchase price at which the token can be bought from the contract and a sale price at which the token can be sold to the contract at any time. This concept is borrowed from Vlad Zamfir's Safe Token Sale Mechanisms.¹⁰ Three different configurations of the market maker can be distinguished:

Purchase Price Equals Sale Price

With this configuration users can get in and out of the economy at no cost.

Purchase Price at 0 and Sale Price at Infinity

The Nutz contract can disable the purchase by setting the purchase price to 0. The contract will return the Ether to the sender in that case.

The contract can also disable the sale by setting the sale price to infinity.

Purchase and Sale Price at a Specific Spread

By setting the purchase price and sale price to a specific spread, the contract acts as buyer and seller of last resort, when certain price levels are reached.

If a secondary market would trade above the purchase price, there would be an opportunity to purchase Nutz at the contract and sell at profit to the market.

If a secondary market would trade below the sale price, there would also be an opportunity to buy cheaper token at the market and sell them to the contract at a profit, until the price at the secondary market approaches sale price.

With this functionality the contract can guarantee liquidity to players at any time and protect them from the volatility that speculators seek to create.

The determination of the prices is not arbitrary but happens through democratic principles. For further details see the section on "Initial Governance", which entails a detailed description of the price setting process.

Transparent Reserve

When Nutz are purchased, the transferred Ether will remain in the contract and can be audited in real time. The contract always enforces a full reserve ensuring that the active supply is covered at sale price. This provides safety to users and avoids a "bank run" on the

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¹⁰ https://medium.com/@Vlad Zamfir/a-safe-token-sale-mechanism-8d73c430ddd1

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contract. The difference between total reserve and required reserve will be used by the economy to fund growth goals. The section "Power Events" will describe growth goals in detail.

Acebusters Power (ABP)

Nutz can be converted to ABP through a process called power-up and ABP can be converted back to Nutz through power-down. While the power-up is instant, a power-down is split over multiple payouts and a period of 3 months. ABP is issued by the Acebusters Power contract (ABP contract).

The supply of ABP is fixed and can be categorized as follows:

Outstanding ABP

The sum of all ABP held on the accounts of users.

Issued ABP

The total amount of ABP available for power-up. When outstanding ABP has reached this amount, no further power-ups can be executed until new power-downs are initiated.

When powering up, the user's Nutz are transferred to the power pool. In exchange the user receives an ABP balance in the power contract. When powering down, an amount of ABP is converted from outstanding to issued and a corresponding amount of Nutz is added to the user's wallet.

ABP is not transferable and represents a bond to the Dapp and voting rights (see the section "Voting Rights") within the Dapp. The bond can serve as access right to trusted tables and can be slashed, if a player is found cheating or colluding.

Roles

Fish Account

- Access to purchase and sell (ETH, NTZ)
- Account limited to ~USD 50
- Access to untrusted tables
- Gas is payed for by the economy
- Ability to upgrade to shark account



Shark Account without ABP

- Access to purchase and sell (ETH, NTZ)
- No account limits
- Access to untrusted tables
- Gas paid from own wallet (Metamask / Mist)
- Access to power-up (ABP)

Shark Account with ABP

- Access to purchase and sell (ETH, NTZ)
- No account limits
- Access to trusted tables
- Reward for rake created by referred users
- Voting rights on parameters of the economy
- Power can be slashed when found cheating or colluding
- Gas paid from own wallet (Metamask / Mist)
- Access to power-down

Cryptoeconomic Incentives

Traditional methods of preventing fraud like proof of real world identities or blocking suspicious accounts are not feasible on a public blockchain due to its global and pseudonymous nature.

To be able to operate in such an environment, we make use of cryptoeconomics, a design principle that combines cryptography and game theory to create systems that exhibit a set of economic dis/incentives.

The following building blocks have been put in place:

Identity and Reputation

During signup users create a public/private key pair in their browser as well as an identity contract on the blockchain. Using these keys users sign receipts for commitments during gameplay which are publicly available and can be analysed for cheating and collusion. Using their identity contract users can give and receive attestations, earning them a track record for fair play over time.

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Security Deposits

ABP acts as a bond from the player to the Dapp, because it is time-locked and not transferable. ABP can be slashed if a player is found cheating.

Limited Access

Tables with high profitability require players to have higher holdings of ABP and longer track records of reputation to be able to join them.

With these building blocks available, we are evaluating different configurations to be able to offer the most secure and enjoyable gameplay.

Initial Governance

In addition to the functions that allow participation in the Acebusters Dapp, there is a series of operations that allow modification of economic parameters. A simple governance model is put in place to guard these important operations:

Executive Board

The executive board is a group of two individuals. Through unanimous decisions, they have rights to:

- Operate tables (open / close / rake)
- Organize tournaments
- Organize votes
- Redistribute earned rake to ABP holders
- Emergency hold economy on suspicious events
- Evaluate fraud reports to create slashing proposals

Escrow Council

A group of four individuals chosen to represent the interests of the ABP holders and players. Through majority rule, they have rights to:

- Commission votes and act on majority outcomes
- Move purchase price and sale price
- Execute slashing on cheating players
- Resume economy after emergency hold and resolution of issue
- Initiate power events (see "Power Events" section below)



Voting Rights

ABP holders can cast ballots on votes with the weight of their ABP balance. As ABP is not transferable, and locked for a period of time, the votes can simply be summed up in a ballot box contract.

Smart Policies

While the Escrow Council will hold all admin rights on the Nutz contract at the beginning, it has the ability to delegate these rights to smart contracts. We call these contracts that receive rights to modify economic parameters smart policies.

A simple example of a smart policy can be a timer that would move the purchase price up or down if a specific date has passed. Anyone, not only the Escrow Council, can trigger this contract to have it perform its task, as long as the condition is met. In essence, smart policies restrict the access scope to the admin role and attach further conditions.

In an ideal scenario, the executive board proposes smart policies, which are potentially enacted through majority vote by ABP holders. Active policies can remain for a certain period and then revoke their own access once their task is completed.

We strive to transition from the initial state, where the Escrow Council will execute most changes manually, to a situation where more and more actions are done by smart policies, while the Escrow Council monitors execution. Eventually, the Escrow Council will revoke its own access rights and leave the future success of the Dapp to the decisions of the ABP holders.

Power Events

To set goals and achieve new milestones, the Dapp can initiate power events. In a power event new ABP is authorized and opened up to existing and new holders. As Nutz are purchased for later power-up, more ETH is deposited in the reserve of the Nutz contract. The new reserve balance can then be utilized for the determined goals.

Whenever new ABP is authorized, existing holders have a preemption right to power-up, before new holders can do so.



CROWDSALE.

The funds raised will be used exclusively to implement our plans as explained in the section "Milestones" above. The crowdsale will be capped. By only raising as much money as needed the founding team wants to build trust and prove its abilities with the players and investors first.

Event Essentials

Event Start	21st September 2017 @ 13:00 (UTC)
Offering Duration	3 days min
	30 days max
Discount	33% throughout the event
Limits	5,000 ETH minimum goal
	30,000 ETH soft cap (active as of day 4)
Power Before Event	630,000 ABP
Power Issued during Event	70,000 ABP - 270,000 ABP
NTZ Token Rights	Play poker at <u>dapp.acebusters.com</u> .
	Sell NTZ tokens or legitimately alienate otherwise.
ABP Token Rights	Receive share of Dapp's profits.
	Participate in decision making about Dapp parameters.
Official Platform	www.acebusters.com/crowdsale



Crowdsale Details

The time of the crowdsale is split into 3 phases, the initial offering period, the issuance and the power-up period.

1. Offering Period

Investors purchase the NTZ token at discount.

2. Issuance

New ABP tokens are issued into existence and become available for power-up.

3. Power-up Period

Know your customer (KYC) procedure and conversion of NTZ to ABP token.

Offering Period

The offering period will determine the outcome of the crowdsale. The following scenarios are possible:

Crowdsale Failure

The offering period extends to 30 days, yet the event fails to attract the minimum amount of 5,000 ETH. In this case investors who purchased NTZ will be able to sell the token back at purchase price.

Crowdsale Oversubscription

The event attracts more than 30,000 ETH within the first 3 days of the offering period. In this situation the offering will stay open until the end of the third day, and then close.

Crowdsale Success

The minimum amount of ETH or more has been raised within the offering period of the event. The offering period will close immediately once the soft cap or the maximum duration has been reached.

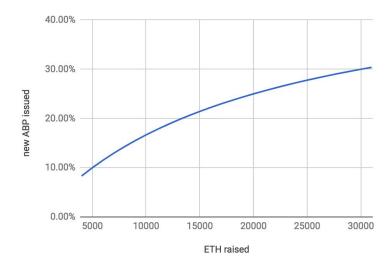


Issuance

The issuance of ABP will only be initiated if the offering period will close the event as successful or oversubscribed. The amount of new ABP tokens relates to the amount of ETH raised in the event is defined as:

$$ABP\,before \ * \ \frac{ETHraised * PurchasePrice}{PowerPool + BurnPool + 2 * ETHraised * PurchasePrice}$$

The formula is depicted in the following graph.



Power-up Period

After issuance, the ABP tokens will become available for those investors who have successfully passed the KYC procedure. The rate at which investors will be able to exchange NTZ for ABP will be:

\[\frac{total NTZ \text{ purchased during offering}}{total \text{ ABP issued after offering}} \]

This will give all investors a share of the new ABP tokens proportional to their investment. If all investors choose to power-up, no ABP should be left unclaimed.

Example

- In the offering period, investor Alice purchases 30,000,000 NTZ for 1,000 ETH. The offering period ends with a total of 5,000 ETH raised.
- According to the graph, with 5,000 ETH raised, 70,000 ABP (10%) is issued in addition to the existing 630,000 ABP before the event.

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- In the power-up period, Alice converts all of her 30,000,000 NTZ into ABP, receiving 14,000 ABP (2% of the issued ABP).
- With 2% of issued ABP in her wallet, Alice will receive a 2% share in each profit distribution of the Dapp.

Crowdsale Terms

- Purchase of NTZ tokens shall be available only through the website.
- Investors may purchase NTZ tokens only with Ether (ETH).
- NTZ token Discount of 33% shall become available on 21. September 2017 (13:00:00 UTC).
- The Discount should be available for at least 3 days after the start of the event.
- The Discount should be available until either the soft cap of 30,000 ETH has been collected or until the maximum duration of 30 days of the event has passed, whichever comes first.
- NTZ token should initially be priced at 0.000050 ETH (50 Finey) before the start of Discount period, 0.000033 ETH (33 Finey) during the Discount period, and return to the initial pricing after Discount period.
- If the minimum goal of 5,000 ETH can not be reached within the maximum duration, Investors have the right to sell NTZ at the purchase price back to the Company.
- The amounts paid by Investors for NTZ tokens shall be retained under the control of the Escrow Council, subject to any spending by the Company or its affiliates only upon successful achievement of the milestones defined in the section "Milestones".
- Acquisition of ABP tokens is subject to successful completion of know-your-client (KYC) procedures with respect to Investors.
- Such KYC procedures may take place during and after the offering period, but no later than 26 October 2017.
- The said KYC procedures will be designed and implemented depending on all relevant circumstances, and may involve collection of copies of document(s) identifying Investors, such as copies of IDs.
- With respect to each investor, the Company will decide, based on its reasonable judgement, whether such investor has successfully undergone the KYC check.
- The Investors who had successfully undergone the KYC check shall be entitled to ABP tokens, as explained above.



- The Investors who failed to undergo the KYC check shall lose their right to acquire ABP tokens. These Investors will be able to sell their NTZ at purchase price.
- ABP tokens are not transferable.
- ABP tokens are limited in supply. Once the available supply of ABP has been claimed, further power-ups are not possible until another holder powers down.
- 100% of the outstanding ABP tokens shall be indefinitely entitled to the Dapp's profits. The profit is aggregated with each transaction in the power pool of the smart contract and can be claimed by ABP holders through power-down. A power-down pays out the holder in up to 10 equal parts over a period of 3 months. In the process of power-down the initial amount of NTZ used to power-up and the sum of profits over the period of holding ABP are payed to the holder.
- The owners of NTZ tokens shall be entitled to use them in any legitimate manner including, but not limited to, sale, gifting, pledging, inheriting, depositing etc.; it is the Company's intention to procure listing of NTZ tokens at all recognized reputable exchanges of cryptocurrencies.
- The Company guarantees that every NTZ token shall be indefinitely accepted as the eligible betting currency at dapp.acebusters.com.

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TEAM.

The Acebuster project is driven by a number of experts with a common vision. While multiple team members have been long-term professional poker players, others successfully worked together on several blockchain projects like <u>37coins</u> and the <u>Inchain Escrow</u>. Now, we have decided to join forces and disrupt the online poker industry.



Johann Barbie

Entrepreneur and Blockchain Geek

Expertise: Smart Contract Security, Software Architecture, Project Management, Business Development

Qualifications: Bachelor in Applied Computer Science (Cooperative State University Stuttgart)

Experience: IBM (Germany), Treeplanet (South Korea), 37coins (USA), Ambisafe (USA)

Languages: German, English

Seat: Tallinn, Estonia



Alex Lunyov

Platform Engineer

Expertise: Frontend Development (js, react/redux/mobx, typescript, css/html), Backend Development (node.js, php, mysql), Mobile Development (react native, native iOS)

Qualifications: Diploma of Specialist in Applied Information Science in Economics (Irkutsk State University)

Experience: Teleos-1, Medvedev Marketing, SmartProgress, Kindbeetle



Languages: Russian, English

Seat: Bratsk, Russia



Michael Kroener

Marketing Analyst

Expertise: SEA, SEO, Social Ads, Display, Tracking,

A/B-Testing, Conversion Rate Optimization

Qualifications: B. A. Business Psychology (HS Fresenius Munich), certified Google Analytics & AdWords Manager

Experience: Daimler AG, Virtual Identity AG, jobmama (co-founder), freelance projects for several DAX listed

companies and startups

Languages: German, English

Seat: Munich, Germany



Victor Mateleshka

QA Engineer

Expertise: Continuous Delivery, Poker

Qualifications: Master of Computer Science (Uzhgorod

National University)

Experience: Entrepreneur and Developer since 2012

Languages: English, Ukrainian, Russian, Slovak

Seat: Ukraine





Mayank Kumar Smart Contract Engineer

Expertise: Ruby on Rails, JavaScript, AngularJS, MySQL, Postgres, MongoDB, Twitter Bootstrap, HTML5, CSS, Blockchain, Ethereum, Bitcoin

Qualifications: MCA(DAVV-Indore)

Experience: Full Stack Developer with 9 years of experience in

designing web application architecture

Languages: English

Seat: Indore, India



Helge Wieding

Entrepreneur and former Professional Poker Player

Expertise: Poker, Business Development, Software

Development

Qualifications: 4 years Professional Poker Player, B.A in

Computer Science & Media

Experience: Yoone UG, Ridelink

Languages: English, German

Seat: Berlin, Germany





Konstantin Korenkov

Backend Developer

Expertise: Frontend Development (js, angular, html/css),

Backend Development (node.js, ruby/rails, java)

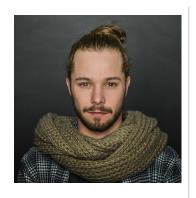
Qualifications: Degree in CS

Experience: Luxoft, 37coins, Colu, Bitrefill, bitcoinj

contributor

Languages: Russian, English

Seat: Russia



Calvin Hoenes

Strategy Engineer

Expertise: Design (UX/UI Design, Design Thinking, Creative Strategy), Marketing Strategy, Frontend development (js/react/redux, html/css/svg), Backend development (PHP, Python, Java)

Qualifications: B. A. Media Informatics (Ludwig Maximilians University, Munich)

Experience: Wirecard AG, BMW, Disney, IDEE GmbH, jobmama

Languages: German, English, Spanish

Seat: Munich, Germany





Kate Danilova

Product Manager

Expertise: Business Process Analysis, Project Planning & Execution, Quote-to-Cash, Risk Identification and Resolution, Web Development Processes, Marketing and Sales, Agile

Qualifications: MIM (National Research Tomsk State

University)

Experience: VDA, Econophysica, Aurigma, Kindbeetle

Languages: Russian, English

Seat: Tomsk, Russia



Aleksey Grabov

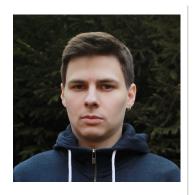
UX Engineer

Expertise: Frontend Development (js/ts, react/redux/angular/vue, html/css/svg), Backend Development (node.js, php, ruby, c++)

Experience: Droidlabs LLC., Inshaker.ru, Be-in.ru

Languages: Russian, English

Seat: Odessa, Ukraine



Yaroslav Volov

Frontend Developer

Expertise: Frontend Development (React + Redux, Angular(1.5), Vue.js, Docker, Webpack, Gulp, HTML + JADE, plain CSS3 + SASS)



Qualifications: Software for computer facilities and automated systems - Computer Science and Engineering

Experience: Saritasa, Bro Agency, Smartmoney ADIB

Languages: Russian, English

Seat: Krasnoyarsk, Russia



TERMS & CONDITIONS.

1. General Provisions

- 1.1. These Terms & Conditions comprise a legally binding deed between Investor and Company (who are also individually referred to as a "Party" and collectively as the "Parties").
- 1.2. These Terms & Conditions define the Parties' mutual rights and obligations in connection with the purchase of Acebusters Tokens during the Crowdsale.
- 1.3. In accordance with these Terms & Conditions, the Company sells and transfers, and Investor purchases and accepts Acebusters Tokens.
- 1.4. The sections "Definitions" and "Event details" of this Whitepaper comprise an integral part of these Terms & Conditions.

2. Representations and Warranties by Company

- 2.1. Company has all requisite power, capacity and authority (corporate or otherwise) to own its properties and to carry on its business.
- 2.2. Company is not participating in Crowdsale for any illegal purpose.
- 2.3. Company has all requisite power, capacity and authority and has taken all required action necessary to permit it to execute and deliver and to carry out the terms of these Terms & Conditions.
- 2.4. The execution, delivery and performance by the Company of these Terms & Conditions have been duly authorized by all necessary and proper action, and assuming execution and delivery by the Investor, constitute the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.
- 2.5. The execution and delivery of these Terms & Conditions, and the performance of these Terms & Conditions by the Company, including sale and transfer of Acebusters Tokens, will not, require any consent, approval, authorization or other

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action by, or filing with, or notification to, any governmental authority or any other person and none of such actions will violate any laws applicable to such Party, violate any provisions of any of its governing documents or constitute a breach of any undertaking to which the Company is party.

- 2.6. All Acebusters Tokens are free and clear of any encumbrances or any other third party rights whatsoever.
- 2.7. With respect to any Acebusters Tokens, there are no outstanding options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar rights, voting trusts, proxies, powers of attorney, or other contracts or understandings.
- 2.8. Company does not hold any Acebusters Tokens in trust for the benefit of another person, directly or indirectly; no third party has any right with respect to the Acebusters Tokens.
- 2.9. There is no suit, action, proceeding, claim or investigation pending, or to the other knowledge of Company, threatened, in relation to any Acebusters Tokens, or against the Company, that seeks to, or may in fact prevent, the Company from performing these Terms & Conditions.

3. Privacy Policy

- 3.1. Company may *collect information* about Investor in one of the following ways:
 - 3.1.1. When provided by Investor (e.g. during registration at Website, subscription to our updates, responding to surveys, filling out forms etc.).
 - 3.1.2. Automatically (e.g. log information, device Information, usage information, information collected by cookies or other tracking technologies).
 - 3.1.3. From other sources (as indicated in the relevant third party's authorization screen).
- 3.2. Company may use information, in particular:
 - 3.2.1. To administer the Company's services.
 - 3.2.2. To develop new products and services.

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- 3.2.3. To personalise Website.
- 3.2.4. To send Investor technical notices and support and administrative messages.
- 3.2.5. To communicate with Investor about products, services, promotions, events and other news and information.
- 3.2.6. To monitor and analyze trends, usage and activities in connection with Company's services.
- 3.2.7. To detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of Company or other persons.
- 3.2.8. To verify compliance with the Terms & Conditions governing the use of Website.
- 3.2.9. To retain it during the term of these Terms & Conditions, as envisaged by applicable laws, or longer, as per Company's internal policies.
- 3.3. Company may *share information*, in particular:
 - 3.3.1. Upon Investor's permission, including certain information at blogs or other online forums, as predefined by Investor.
 - 3.3.2. Upon legitimate request by the relevant authorities.
 - 3.3.3. To service providers that perform work for us (e.g. for identity verification, support, payment etc.).
 - 3.3.4. If we believe Investor's actions are inconsistent with the Terms & Conditions or Company's internal policies, or to protect the rights, property and safety of the Company or other persons.
 - 3.3.5. In connection with, or during negotiations of, any merger, sale of the Company's assets, financing or acquisition of all or a portion of our business by another company.
 - 3.3.6. With Company's current or future affiliates.

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4. Investor's Obligations

- 4.1. NOT TO violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which Investor is required to be a member through Investor's use of Website.
- 4.2. NOT TO provide false, inaccurate or misleading information.
- 4.3. NOT TO infringe upon Company or Website or any third party's copyright, patent, trademark, or intellectual property rights.
- 4.4. NOT TO distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters.
- 4.5. NOT TO reverse engineer or disassemble any aspect of Website in an effort to access any source code, underlying ideas and concepts, and algorithms.
- 4.6. NOT TO take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information.
- 4.7. NOT TO transmit or upload any material to Website that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs.
- 4.8. NOT TO otherwise attempt to gain unauthorized access to Website, other Company's systems, computer systems or networks connected to Website, through password mining or any other means.
- 4.9. NOT TO transfer or assign any rights granted to Investor under these Terms & Conditions.
- 4.10. TO comply with any laws and regulations which may be applicable to Investor's purchase and later holding of Acebusters Tokens.

5. Limitation of Company's Liability

5.1. *No investor protection*. This document is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect Investors.



- 5.2. Acebusters Token price and liquidity. Company shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Acebusters Tokens to the extent allowable pursuant to applicable law of regulation, the purchase of Acebusters Tokens by the Investor from the Company is final, and thus there are no refunds and/or cancellations; the Company shall not guaranty in any way that the Acebusters Tokens might be sold or transferred after the Crowdsale. Acebusters Tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. Investor hereby expressly agrees that, to the maximum extent permitted by the applicable law, the Company 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, from buying of the Acebusters Tokens by the Investor, regardless of the basis, upon which the liability is claimed and even if Company has been advised of the possibility of such loss or damage.
- 5.3. Website reliability. Company reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website. 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. Company shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time. Company assumes no liability 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 third-party websites and resources, which may be accessed using the links on the Website.
- 5.4. Safety of IT systems. The transmission of data or information (including communications by e-mail) over the internet or other publicly accessible networks is not one hundred percent secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, Company does not assume any liability, without limitation, for any damage any person including Investor may experience as a result of any transmissions over the internet or other publicly accessible



- networks, including but not limited to transmissions involving the Website or e-mail with Company.
- 5.5. *Indemnification of Company by Investors*. To the extent allowable pursuant to applicable law, the Investor 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 filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.
- 5.6. *Taxation*. Investor agrees to be solely responsible for any applicable taxes imposed in connection with Acebusters Tokens purchased during the Crowdsale.
- 5.7. Limited Acebusters Token rights. Tokens impart no proprietary rights or obligation or contract, express or implied, other than specified in the Whitepaper; in particular, the owners of Acebusters Tokens will not have any influence in the development or governance of the Company.
- 5.8. *Sophisticated Investor*. Investor is aware of all the merits, risks and any restrictions associated with cryptographic Acebusters Tokens (their buying and use), cryptocurrencies and blockchain-based systems, knows how to manage them, and is solely responsible for any evaluations based on such knowledge.
- 5.9. *Lawful behaviour by Investor*. Company accepts no liability in case Investor accesses, uses the Website or participates in Crowdsale with any illegal purpose or with any violations of any applicable law of any jurisdiction.
- 5.10. *No guarantee of business success*. Investor acknowledges and agrees that the proposed outcomes of the Company's activities discussed in the Whitepaper may not be achieved timely or at all, and Acebusters Tokens may not provide the rewards envisaged by Investor.
- 5.11. No US Investors. Acebusters Tokens have not been and will not be registered under the United States legislation and may not be offered or sold in the United States or to or for the benefit of US persons; the Company therefore assumes no liability in case Investor is an individual who is a resident of the USA or its territories or possessions, is a corporation, partnership or other legal entity formed under the laws of the USA, an agency, branch or office located in the USA of a corporation,

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partnership or other legal entity that was formed under laws other than those of the USA; a trust of which any trustee is described above; a legal entity the shares of which are not publicly traded on a securities exchange and more than 45% of the shares of which are owned by or for the benefit of an individual or entity described above; a member of any branch of the military of the USA; or an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described above. Investor's decision to subscribe for Acebusters Tokens was not based on the information received within the USA or from US sources.

- 5.12. *No intermediary function*. Investor hereby confirms that he/she acts exclusively on own behalf, and is not acting as the agent, representative or other representative of any other person.
- 5.13. If applicable law does not allow all or any part of the above limitation of liability to apply to Investor, the limitations will apply to the Investor to the extent permitted by applicable law.

6. Governing Law and Dispute Resolution

- 6.1. These Terms & Conditions will be governed by and interpreted and construed in accordance with the law of Estonia, without giving effect to its conflict of laws principles.
- 6.2. Any claim or dispute arising out of these Terms & Conditions may be submitted only to the exclusive jurisdiction of the competent court in Tallinn Estonia, and each of the Parties hereby submits irrevocably to the jurisdiction of such court to the exclusion of any other jurisdiction and waives and claim with respect thereto including any claim of *forum non conveniens*.

7. Miscellaneous

- 7.1. Company is entitled to assign any rights or obligations under these Terms & Conditions, at any moment, at sole discretion and without prior notice.
- 7.2. These Terms & Conditions will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.



- 7.3. These Terms & Conditions are executed electronically, by virtue of purchase of Acebusters Tokens by Investor at Website during the Crowdsale. These Terms & Conditions contain the entire understanding and agreement among the Parties.
- 7.4. 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 Acebusters Tokens and its activities generally. In no way shall these Terms & Conditions entitle Investor for any intellectual property of the Company, including the intellectual property rights for the Website or its elements.





CONTACTS.

General inquiries:

Cyfin Technologies OU Narva maantee 5 10117 Tallinn Estonia

Email: info@acebusters.com
Homepage: www.acebusters.com

Crowdsale: <u>www.acebusters.com/crowdsale</u>

Service: <u>dapp.acebusters.com</u>