

# TOKEN SALE TERMS AND CONDITIONS

**Last Updated: 16 May, 2018**

The following **Token Sale Terms and Conditions** (hereinafter - "Terms" or agreement) govern your ("you" or the "Purchaser") use of <https://dicegame.io/> (hereinafter - the "Website"), the submission of information on the Website and otherwise and the purchase of blockchain-based cryptographic Dice token (hereinafter - "token" or "Dice token") from Dicegame LTD, company registered under the laws of the United Kingdom, (hereinafter - "Company"). As regards the Terms the **Purchaser** and the **Company** collectively referred to as the "Parties", and individually as a "Party". By accessing the Website and/or purchasing Dice token, you agree to comply and be legally bound by these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. By purchasing Dice token during the Pre-Sale period set forth herein from the Company, you will be bound by this Agreement, thus your early purchase of Dice token is subject to this Agreement.

**IMPORTANT WARNING:** IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE DICE TOKEN FROM THE COMPANY. BY PURCHASING DICE TOKEN FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT [INFO@DICEGAME.IO](mailto:INFO@DICEGAME.IO) BY PURCHASING DICE TOKEN, AND TO THE EXTENT PERMITTED BY LAW, YOU ARE AGREEING NOT TO HOLD ANY OF THE COMPANY AND ITS 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 "DICEGAME TEAM") LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF DICE TOKEN, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

**DO NOT PURCHASE DICE TOKEN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.** PRIOR TO PURCHASING DICE TOKEN, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE DICE TOKEN.

PURCHASES OF DICE TOKEN SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER

CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF DICE TOKEN DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR DICE RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE DICE TOKEN OR PARTICIPATE IN THE SALE OF DICE TOKEN. YOUR PARTICIPATION IN DICE TOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

You agree to use the Website, submit information to the Company, and if you choose to pay money (cryptocurrency or otherwise) to the Company, to buy, and the Company agrees to sell Dice token in accordance with the following terms:

## **1. CONDITIONS OF DICE TOKEN SALE**

YOU ARE NOT ELIGIBLE TO PURCHASE DICE TOKENS IN ANY FORM AND/OR BY ANY MEANS IF YOU ARE A CITIZEN, PERMANENT RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, ANY OTHER POSSESSION OF THE UNITED STATES (TAX OR OTHERWISE).

YOU REPRESENT AND WARRANT THAT YOU ARE NOT RESIDENT OR DOMICILED IN THE PEOPLE'S REPUBLIC OF CHINA (EXCLUDING THE SPECIAL ADMINISTRATIVE REGION OF HONG KONG, MACAO AND TAIWAN) OR NEW YORK STATE OR PURCHASING DICE TOKENS FROM A LOCATION IN THE PEOPLE'S REPUBLIC OF CHINA (EXCLUDING THE SPECIAL ADMINISTRATIVE REGION OF HONG KONG, MACAO AND TAIWAN) OR NEW YORK STATE.

When you purchase, or otherwise receive, a Dice token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the Dice token tokens:

- neither the Company nor any of the Dicegame team has provided you with any advice regarding whether Dice token is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of Dice token in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of Dice token and allocate Dice token to you;
- you have not supplied us with information relating to your acquisition of Dice token or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain Dice token, and you are not aware of any other legal reason to prevent you from obtaining Dice token;
- you take sole responsibility for any restrictions and risks associated with receiving and holding Dice token, including but not limited to these set out in **DICE TOKEN RISKS**;
- by acquiring Dice token, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using Dice token for any illegal purpose, and will not use Dice token for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of Dice token;
- your acquisition of Dice token not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of Dice token and/or the Ethereum Network;
- you accept that Dice token is created and you obtain Dice token on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing Dice token without being able to provide any warranties in relation to Dice token, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of Dice token (ii) the potential appreciation or depreciation in the value of Dice token over time, if any, (iii) the sale and purchase of Dice token; and/or (iv) any other action or transaction related to Dice token has tax implications.

## 2. OVERVIEW OF DICE TOKEN SALE

Dice token is required for proper operation and comprehensive utilization of Company Dicegame LTD (as defined in the [white paper](#) (the “White Paper”) provided at <https://dicegame.io/> as of the date the Purchaser acquires Dice token. After the Dice token sale, each Dice token is backed by the purchase of the underlying assets, as described in the [White Paper](#). To the extent they do not contradict these Terms, the rights connected to Dice token are subject to the limitations set out in the [White Paper](#), but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or Dice token from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of Dice token portfolio) and block their acquisition.

The maximum total amount of Dice tokens to be issued is 300 000 000 (it is the equivalent to ETH 30 000). Dice tokens are generated as Purchasers buy them and the total supply of Dice

tokens will be fixed after the end of the Dice tokens. No more Dice tokens will be issued after the end of the Dice token sale, as described in the preceding paragraph. Ownership of Dice token during the Dice token sale carries no rights express or implied. Purchases of Dice token are non-refundable.

The anticipated distribution of the Dice tokens is specified in the [White Paper](#).

### **3. DICE TOKEN PRICE**

Purchasers in the [DICEGAME token sale](#) will be allocated their Dice tokens in exchange for ETH at the following rate: ETH 0.0001 per Dice token.

### **4. TIMING OF DICE TOKEN SALE**

The DICEGAME Token pre-sale begins on 16 May 2018 - The Dice token pre-sale will run for 60 calendar days and will end on 15 July 2018. The DICEGAME Token main sale begins on 16 July 2018 - The Dice token main sale will run for 30 calendar days and will end on 16 August 2018 or when the Dice token hard cap is reached. The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

The general public will be able to see the total number of Dice token tokens currently sold, as well as the distribution of all Dice token tokens between the participating Ethereum accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of Dice token tokens allocated to the shareholders of Company. Furthermore, the Ethereum accounts used to store ETH during the Dice token sale duration will publically available and their balances will also be made available on the Website <https://dicegame.io/>.

### **5. AFTER THE DICE TOKEN SALE**

The Purchasers should have no expectation of influence over governance of the Company.

Upon the conclusion of a successful Dice token sale, the digital assets backing each Dice token will be transparently purchased.

The Company will provide you with an official and regular audit conducted on the existence of the digital assets backing each Dice token. Through this audit, you can track and confirm that the digital assets backing your Dice token have been received and acquired. Access to the audit results does not constitute a Dice token purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased Dice tokens.

Prior to a Purchaser selling Dice token after the Dice token sale completion, such Purchaser shall ensure that the buyer of any such Dice token undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the Dice token sale.

## **6. THE COMPANY WILL NOT PURCHASE DICE TOKEN DURING THE DICE TOKEN SALE**

The Company warrants that neither it nor its shareholders will purchase Dice token during the Dice token sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase Dice token from any third party during the period of the Dice token sale.

## **7. ALL PURCHASES OF DICE TOKEN ARE FINAL**

ALL PURCHASES OF DICE TOKEN ARE FINAL. PURCHASES OF DICE TOKEN ARE NON-REFUNDABLE. BY PURCHASING DICE TOKEN, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING DICE TOKEN CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR DICE TOKEN, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL DICE TOKENS FROM SUCH DICE TOKEN OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

## **8. TAXATION OF DICE TOKEN AND TAXATION RELATED TO THE ICO**

The Purchaser bears the sole responsibility to determine if the purchase of Dice token with ETH or the potential appreciation or depreciation in the value of Dice token over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing Dice token, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of Dice token.

## **9. PRIVACY**

The Purchasers may be contacted by e-mail by the Company. Such e-mails will be informational only. The Company will not request any information from Purchasers in via [info@dicegame.io](mailto:info@dicegame.io). See our Privacy Policy available on the Website for additional information

## **10. FORCE MAJEURE**

The DICEGAME team is not liable for failure to perform solely caused by:

- unavoidable casualty,

- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## **11. DISCLAIMER OF WARRANTIES**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING DICE TOKEN AT THE PURCHASER'S SOLE RISK AND THAT DICE TOKEN IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE DICEGAME TEAM WARRANTS THAT THE PROCESS FOR PURCHASING DICE TOKEN WILL BE UNINTERRUPTED OR ERROR-FREE.

## **12. LIMITATIONS WAIVER OF LIABILITY**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, DICE TOKEN OR (ii) THE DICEGAME TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE DICEGAME TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, DICE TOKEN, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO DICE TOKEN. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE DICEGAME TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF DICE

TOKEN, AND THAT THE RISK OF PURCHASING AND USING DICE TOKEN RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE DICEGAME TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF DICE TOKEN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE DICEGAME TEAM.

### **13. COMPLETE AGREEMENT**

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of Dice token. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of Dice token and supersede any public statements about the Dice token sale made by third parties or by the DICEGAME team or individuals associated with any of the DICEGAME team, past and present and during the Dice token sale.

### **14. SEVERABILITY**

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

### **15. NO WAIVER**

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the DICEGAME team shall be deemed a modification of these Terms nor be legally binding.

### **16. UPDATES TO THE TERMS**

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website

<https://dicegame.io/>. Any Purchaser will be deemed to have accepted such changes by purchasing Dice token. The Terms may not be otherwise amended except as by express consent of both the Purchaser and the Company.

## **17. COOPERATION WITH LEGAL AUTHORITIES**

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

## **18. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the DICEGAME team 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 Dice token; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## **19. SECURITY**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Dice token purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## **20. LANGUAGE**

Currently, only English versions of any DICEGAME's communications is considered official. The English version shall prevail in case of differences in translation.

## **21. GOVERNING LAW**

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

## **22. ARBITRATION**

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.



A dispute arising out of or related to these Terms is personal to you and the 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 attempts 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.