

# PP Technology and Software Ltd.

Terms and Conditions of <https://playpad.app>

Last revised on: October 30, 2021

## Introduction

These Terms and Conditions (hereinafter referred to as "**Terms**") govern the use and terms of <https://playpad.app/> (hereinafter referred to as the "**Website**") and the services offered by PP Technology and Software Limited (hereinafter referred to as the "**Company**" or "**We**" or "**Us**"), a company incorporated and registered under the laws of Seychelles. These Terms constitute a binding and enforceable legal contract between Company and its affiliates worldwide and you, an end user of the Services (hereinafter referred to as "**You**" or "**User**") with respect to the Services. You and Company are referred to separately as a "**Party**" and collectively as **the "Parties"**.

By accessing, registering, using or clicking on the Services and information provided by Company through the Site, you hereby accept and agree to all of the terms and conditions set forth herein.

We urge you to read these Terms and the provisions in our Privacy Policy carefully before using the Website and our Services. By using the Website and Services in any way, you agree that:

- (i) you have read and familiarized yourself with these Terms;
- (ii) you understand these Terms; and
- (iii) that you will abide by these Terms when using the Website.

If you do not agree to these Terms, please do not access or use the Website or Services.

We reserve the right to modify or amend these Terms, the Website or any Content on any of the Platforms from time to time for, among other things, security, legal or regulatory reasons, and to reflect updates or changes to the Services or functionality of the Website. We encourage you to review these Terms periodically to ensure that you are aware of and are in compliance with the current versions. Users of the Site and Services will be bound by any such changes, which will become effective immediately after the revised versions of these Terms are posted on the Site or the applicable mobile application. By your continued use of or interaction with the Website, Services, tools and information provided on these platforms, you hereby agree to be bound by the terms highlighted in the versions below.

We will notify you on the Website of changes to these Terms as they occur. By accepting the notice, you agree that we have provided you with sufficient notice of the changes. You should seek professional advice regarding any legal requirements you may need to comply with in connection with your use of the Site, the Service, or any applicable Company or Partner tools.

## Definitions

- **Affiliate:** in relation to a party, refers to any other entity that is directly or indirectly (i) controlled by, (ii) controls or (iii) is under common control with that party, and in relation to the Company also includes any fund, limited partnership or other collective investment vehicle or any other person managed or advised by the Company's team.
- **AML:** Anti-Money Laundering.
- **Allocation:** refers to the allocation of tokens for the Company's fundraising project managed through the PlayPad tier system.
- **Applicable Laws:** Refers to laws, statutes, regulations, ordinances, treaties, guidelines and policies issued by governmental organizations or regulatory bodies, including but not limited to the applicable law set forth in the laws of Seychelles.

- **PlayPad Platform:** the Company's website or platform that facilitates token exchanges and where the Company's project is officially launched and provides its native tokens ("Pool") to be distributed to the Company's users in the Allocation Rounds to be exchanged for other crypto assets.
- **PlayPad Token:** A blockchain-based token that can be issued, stored, transferred, and transacted across multiple networks. Users must hold a PlayPad Token to participate in the platform's services, including staking or pre-selling projects selected for the Launchpad.
- **CFT:** Countering the Financing of Terrorism.
- **Confidential Information:** Any non-public proprietary information or documents of the User or Company (whether written, oral or otherwise) disclosed to Company by or on behalf of the User that, when disclosed in tangible or intangible form, is marked as confidential (including in visual, oral or electronic form) and relates to us or another User who was previously a User and is provided or disclosed by Company (or to employees or agents) in connection with the use of or participation in the Services.
- **Content:** any Company-generated content, including logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text, written or multimedia materials, services, advertisements, software, code, data, files, archives, folders or available downloads on the PlayPad Platform.
- **Cookies:** The small text files that are stored on your computer by the website you visit. They are often used to make websites work or work more efficiently and to provide information to the website owner.
- **FCFS:** first come, first served.
- **IDO:** refers to Initial DEX Offerings or Initial Decentralized Exchange Offerings.
- **Prohibited Jurisdictions:** United States of America, Canada, New Zealand, Iraq, Islamic Republic of Iran, North Korea, Afghanistan, Yemen, Syria, Libya, South Sudan, Palestine, Bahrain, Qatar, People's Republic of China (excluding the Special Administrative Regions of Hong Kong and Macao and the territory of Taiwan), Thailand and the Socialist Republic of Vietnam.
- **Project:** any project launched for a decentralized initial offering ('IDO') on the PlayPad platform.
- **Services:** Refers to the services provided to users through the Website, including access to the new IDO tokens offered by each IDO Fundraising Project, the Stake Service and other relevant services available through the Platform, as well as any free trial and beta services provided by the Company, which may be subject to periodic revision.
- **Staking or Stake:** refers to the staking or deposit service whereby Users may delegate or deposit the User's PlayPad Token in exchange for a share of the Net Staking Rewards on the Platform.
- **Wallet:** refers to a blockchain wallet that must be compatible with the networks on which PlayPad is active, such as MetaMask.

## **GENERAL PROVISIONS**

### **Contractual Relationship**

These Terms constitute a valid and binding agreement between you and the Company. The binding obligations set forth in these Terms are enforceable.

### **Revision and Changes**

The Company reserves the right, at its sole discretion, to revise, modify or update any of the clauses and provisions set forth in these Terms at any time. The Company will give notice of any revision or modification of such clauses or provisions by updating these Terms and stating the "date of last revision" on a page of the Terms. All revisions and updates to these Terms will automatically become effective upon their posting on the Platform, which includes the Website. Therefore, if you continue to access or use the PlayPad Platform and/or the Services, you will be deemed to have read, understood and accepted all revised Terms and Conditions. If you do not agree with the revised or updated Terms and Conditions, you should immediately discontinue accessing the Website or using

the Services. We encourage you to review these Terms and Conditions frequently and carefully to ensure that you understand them.

### **Privacy Policy**

You acknowledge that you have read, understand and agree to the Website Privacy Policy. This policy explains how the Company treats your information and protects your privacy when you access or use the PlayPad Platform.

By using the PlayPad Platform, you consent to the Company collecting and using your information and anonymized data about your use of the Services for analytics, identifying trends, and statistical purposes to further improve the effectiveness and efficiency of the Services.

You hereby expressly authorize Company to disclose any information about you in Company's possession to law enforcement or government officials upon request of a court order.

### **Links to and from the website**

You may access websites operated, provided or otherwise licensed by persons other than us ("Third Party Services") through hypertext or other computer links from the Website. Such hyperlinks are provided for your convenience.

A link from Third Party Services does not imply that Company endorses or approves of the content of such website or that Company is an operator of such website. You understand that you are solely responsible for determining the extent to which you may use or rely on any content on other third-party websites accessed from the Website. The Company has no control over, and assumes no responsibility for, the content on any such web sites or resources or any loss or damage arising from your use of them.

The Company assumes no responsibility for the use of, or the inability to use, any third-party software, other materials or content posted and/or uploaded to any such website, and we assume no liability to any person or entity for the inaccuracy or incompleteness of any such third-party content. All intellectual property rights in and to the Third Party Services are owned by the respective third parties.

### **Disclaimer of accessibility of the Website and the Services**

The Website facilitates user access to the Project Tokens only and makes no warranty or representation to you regarding the quality, value, specifications, fitness for purpose, completeness or accuracy of the technology or infrastructure of the Tokens.

Company will use commercially reasonable efforts to enable information about the Project on the PlayPad Platform. However, you hereby acknowledge that the Company does not guarantee the accuracy, timeliness or completeness of such information and makes no warranty in connection with your use or reliance on such information. You agree that your use of the Project Information is at your own risk. Company shall not be liable to you in any way for the termination, interruption, delay or inaccuracy of any Project Information posted on the PlayPad Platform.

To the extent permitted by applicable law, Company's website and services are provided on the basis of 'AS IS' and 'AS AVAILABLE'. Company does not guarantee that the features and functions contained on the Website and Services will meet your requirements. You hereby agree and acknowledge that your access to and use of the Site and Services is at your own risk and that you are liable for any and all responsibilities and consequences arising out of or in connection with your use or accessibility of the Site and Services. You expressly agree that the Company shall have no liability in this regard.

You hereby agree and acknowledge that the Website may contain links to third party websites or services that are not owned or controlled by the Company, so that the Company assumes no responsibility for the content or services, goods or activities offered by such third party websites. You further agree that the Company shall not be liable, directly or indirectly, for any damage, loss or consequence arising out of or in connection with the use of any content, materials or services available through the Third Party Website.

The Company reserves the right to limit the availability of the Website to any person, geographic area or jurisdiction if we so choose and/or to terminate your access to and use of the Website and the Services at any time and in our sole discretion.

Company may, in its sole discretion, restrict or limit your use of the Website. In addition, for commercial, security, technical, maintenance, legal or regulatory reasons, or due to a breach of these Terms, we may terminate the Website or your access to the Website and the Services at any time and without notice to you.

#### **Information**

You acknowledge that you, not us, are solely responsible for any submissions of all contents, remarks, suggestions, ideas, materials, feedbacks, or other information, including bug reports, in relation to the Services provided through the Website, including any submission to our social media platforms such as Twitter and Telegram, and that you, not us, are fully responsible for such submissions, including their accuracy, legality, reliability, appropriateness, originality, and copyrights. We will respond based on the information you have supplied, without verifying it. Regardless of the foregoing, we reserve the right to refuse to post, remove, edit, or abridge any submission for any reason, and to freely use, copy, disclose, publish, display, or exploit such submission as we deem necessary without any payment of royalties, acknowledgement, or consent, and we may keep copies of all information materials relevant to the Service.

#### **Intellectual Property**

All present and future copyright, title, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in intellectual property rights that exist in or in relation to the use and access of the Website and Services are owned by or otherwise licensed to the Company. Subject to your compliance with these Terms, the Company grants you a non-exclusive, non-sub license, and any limited license to merely use or access the Website and the Services in the permitted hereunder.

Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to PlayPad's or any other third party's intellectual rights.

If and to the extent that any such intellectual property rights are vested in you by operation of law or otherwise, you agree to do all such acts and execute all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

You agree and acknowledge that all Website content must not be copied or reproduced, modified, redistributed, used, created for derivative works, or otherwise dealt with for any other reason without being granted a written consent from the Company.

Third parties participating on the Website may permit the Company to utilize trademarks, copyrighted material, and other Intellectual Property associated with their businesses. The Company will not warrant or represent that the content of the Website does not infringe the rights of any third party.

### **Participation in the PlayPad Services**

To avail access to the Services or participate in the PlayPad Platform, you may be required to go through KYC/AML/CFT process as requested by each IDO fundraising project. Please refer to the Identification Verification through KYC/AML/CFT/AML Process in Clause 7 for further information.

In term of Staking, you acknowledge and agree that PlayPad provides Staking service to Users for the purposes of delegating the User's PlayPad Token in exchange for a share of Net staking rewards. You will provide the staking instruction to the Company. Once the staking instruction is received, the system will record the instruction and you will not be able to cancel or edit the staking instruction. When the PlayPad Platform connect with your Wallet, you will see your tier based on the numbers of PlayPad Token held in your Wallet. The level of tier will affect the numbers of IDO tokens that you will receive, and the Company has neither responsibility nor liability in relation to the allocation of IDO tokens. Since it will be entirely subject to the IDO fundraising project creator.

PlayPad reserves the right to reject your participation in Staking, if you fail to fulfil to satisfy the identity verification requirements through the KYC/AML/CFT process or commit any other suspicious activity while participating in the Services provided by the Company.

Tokens being stacked are limited to PlayPad Token only. Once you initiate staking, the platform will start to count days according to the Day and Quantity model Allocation System (the "DQAS") and you will be receiving an allocation for the IDO fundraising project tokens event. In case you accept the allocation and invest in the project, the IDO tokens will be distributed to you based on your DQAS score. In the conclusion of the Allocation Round of IDO, you will be able to join the FCFS Round for purchasing the unsold IDO tokens.

You understand and accept that the anticipated IDO tokens or incentive yield for any IDO fundraising initiative listed on the PlayPad Platform is an estimate. The actual quantity of IDO tokens you will receive may differ from or be less than your estimate, depending on how the reward is compressed or expressed. You also agree that the Company cannot promise or guarantee a certain amount of return for staking your PlayPad Tokens to participate in the IDO fundraising initiative event. Prior to participating in an IDO event, you must read and study the Medium post for each IDO fundraising project to fully grasp the important facts and circumstances, such as the allocation date, the underlying technology, and the characteristics and functionalities of IDO project tokens.

If you wish to unstake/withdraw your PlayPad Token and gain the reward, you will provide the unstaking instruction to the PlayPad Platform. You acknowledge and agree that when you unstake your PlayPad Token, the delivery of such PlayPad Token amount to be get into your wallet can be vary according to time/token economy/staking&farming design. The penalty warning and penalty amount value can be found at withdraw section. The timing may vary based on time of day of the unstake/withdraw instruction and execution. The amount of your unstaking PlayPad Token will not count towards your tier level for upcoming IDO fundraising projects.

The Company has the right to levy a withdrawing fee or minimum transaction, which will vary and be subject to the amendment only at its sole discretion of the Company periodically. The Company will not be liable for any loss caused or alleged caused by timing differences and economic lost associated with the actual delivery of the PlayPad Token.

The Company reserves the right to amend any terms related to any specific Staking program at any time in its sole discretion. The Company will not be liable for any losses due to your misunderstanding of the Staking program terms and changes to such term's rules.

### **Identity Verification through KYC/AML/CFT Process**

As a software development company, the Company has no role in enforcing KYC/AML/CFT by default, however, the Company has a mandatory requirement for KYC/AML/CFT identification verification tools for the IDO fundraising companies using the Company to enforce on their users. The Company is implementing KYC/AML/CFT tools into the Company's launchpad through Blockpass.org

The use of KYC/AML/CFT tools on the Company by IDO fundraising companies using the Services on PlayPad Platform is not the discretion of said entities, and they must require You to complete KYC/AML/CFT verification process before participating in any Projects.

Although the Company makes no warranty as to the merit, legality, or juridical nature of any IDO token, we nonetheless understand the need of the Project to require KYC/AML/CFT verification on their token sale participants of Users. Therefore, the Company reserves the right at any time, to ask for your:

- personal information,
- Name-Surname,
- Birthday,
- e-mail address,
- nationality,
- location,
- government identification number (Identification Card/Passport number and Date of Identification Card/Passport issuing),
- telegram username,
- PlayPad's Wallet address,
- and any KYC/AML/CFT documentation with the liveness test that it deems necessary to determine the identity and location of a User, and reserves the right to restrict Service and payment until the User's identity is sufficiently determined;
  - The liveness test shall require you to take a photo of your government identification with your phone or camera. and then take a photo of (i.e., a selfie of your face) holding your ID document and a piece of paper you wrote on next to your face (not covering your face), in which you shall write down the (1) PlayPad, (2) the current date, and (3) the last 4 characters of your Wallet address. If you have any questions, please find detail about KYC/AML/CFT process here: [Link](#)

PlayPad has all rights to share the submitted KYC/AML/CFT information and documentation to the third parties to verify the authenticity of the submitted information, and the end user (you) giving the consent to share such information by using the Services; and to reject the use of the Services that the Company has the reasonable ground to believe that they are found to be in violation of relevant and applicable AML/CFT laws and regulations, and to cooperate with the competent authorities or any investigation when and if necessary upon the valid request by the court order.

In accordance with various jurisdictions' laws, rules, and conventions, the Company clearly bans and rejects the use of the Service for any type of illegal conduct, including money laundering, terrorist funding, or trade sanctions breaches. As a result, the Services are not available to people or businesses on any Politically Exposed Persons ("PEP") lists or on any US, EU, or other worldwide sanctions or watch lists. You represent that you are not on any of these lists by using the Services.

You fully acknowledge that your information and KYC/AML/CFT documentation may be disclosed to government agencies or regulators upon a valid request of the court order. Once you have decided to participate in any Project and start staking your PlayPad Token, you must ensure that all information provided to the Company is complete, accurate, and updated in a timely manner. The Company will

rely on the information you provided and should there be any reasonable grounds for the Company to believe that the partial or the whole of your information provided to us is incomplete, or incorrect, or outdated, the Company reserves the right to send you a notice to demand correction, or to delete such information directly, and, as the case may be, to disable you to access to all or part of the Website and the Services.

If the Company has a reasonable ground to believe that any User transacts or uses the Services by using digital currencies derived from any suspicious illegal activities, the Company shall be entitled to freeze, close, or delete the User's accounts as necessary. The Company will hold no liability to such users for any damage, or loss arising out of or in connection with this manner herein. Please note that any attempt to circumvent the Company's measures set out in this Clause 7 will also result in a similar action.

### **PlayPad Tokens**

The Company will issue a blockchain-based token called "PlayPad Token" on Binance Smart Chain Network and other future chains. PlayPad Token is classified as the utility token designed to be used solely on the PlayPad Platform or on <https://playpad.app/> Website.

Users who stake PlayPad Token in their Wallets will be eligible to participate in a Project IDO sale.

PlayPad Token is not considered as security of any kind, and it also does not carry any right to vote, manage or the right of ownership in the PlayPad Platform.

PlayPad Token is neither money nor legal tender/currency, whether fiat or otherwise, and it does not carry any value whether it is intrinsic or assigned.

Purchases of PlayPad Token are non-refundable. By purchasing PlayPad token, You acknowledge that neither the Company nor any PlayPad Team member, nor any of their 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 PlayPad Token creates material regulatory or other legal risks or adverse effects for the Company and/or PlayPad Token, the Company reserves the right to buy all PlayPad Tokens from such PlayPad owners at the then-existing market price.

### **Misuse of the Website**

In the event of any misuse and/or abuse of the Website or breach of any provision in these Terms, the Company reserves the right to block your access to the Website and other Services until the matter is solved.

Use of the Website for transmission, publication or storage of any material on or via the Website which is in violation of any applicable laws or regulations or any third-party's rights is strictly prohibited, including but not limited to the use of the Website or the transmission, distribution, publication or storage any material on or via the Website in a matter or for the purpose which infringes copyright, trademark, trade secret or other intellectual property rights, is obscene or harmful to minors or constitutes an illegal act or harassment, is libelous or defamatory, violates any privacy or data protections laws, is fraudulent or breaches any exchange control laws.

### **PlayPad Services Representations and Warranties**

You hereby agree to make the following representations and warranties by accessing to the Website and/or using the Services:

- You have full capacity and authority under the applicable laws to agree and bind yourself to these Terms.

- You are eighteen years of age or older.
- You are not a citizen or a resident of the Prohibited Jurisdictions, and you do not have any relevant connection with any of the Prohibited Jurisdictions.
- You are aware and agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations applicable to your use of the Website and the Services. Your use of the Website and the Services are not for any unlawful or illegal purposes, including but not limited to the usage against the copyright laws and, AML/CFT laws.
- You are the exclusive owner of PlayPad Token and your other cryptocurrencies. The tokens maintained in your Wallets are not and will not be derived from money laundering, terrorist financing, fraud, or any other illegal activities under any applicable laws. You further hereby acknowledge and agree that the Company will not be responsible for actions taken by you that result in the loss or destruction of the value of the tokens and rewards you hold in the Wallet.
- You validly undertake any action or enter into any transaction with regard to these Terms. You are solely responsible for the use of the Website and the Services for all activities, or transactions that occur on or through your User account on PlayPad.
- You will provide only accurate, complete, and up-to-date information and documents, if any, for the purposes of accessing or using or participating in the Company's Services on the PlayPad Platform. You will further agree to put your effort to ensure that the confidentiality of your personal or credential information, including your wallet address is restricted, and safely maintained to your device you use to access the Website.
- You acknowledged and agreed that if you lose access to the Wallet that you connected with PlayPad Platform, the Company will not be able to help you recover the loss, or transfer of IDO tokens or any PlayPad Token back to your wallet. It will be your sole responsibility to manage your PlayPad's account, and the private key.
- You will be responsible for obtaining the data network access necessary to use the Website. Your network's data and rates and fees may apply if you access or use the Website from a wireless-enabled device, and you will be responsible for such rates and fees.
- You understand and are aware of the risks associated with accessing or using or participating in the Services, and you will be fully liable at your own risk.
- You are aware that you are subject to tax regulations in the jurisdiction you reside in and will be fully responsible for filling or reporting any taxes and paying them as required by the Applicable Laws. The Company will not be liable to compensate you for your tax obligations or advise you in relation to your tax obligations. Any uncertainties and unpredictable matters in tax legislation with respect to any tokens may expose you to any unknown or unforeseeable tax implications associated with your holding of tokens and the use the Services for which the Company will have no liability. Moreover, you will not hold the Company liable for any expenses or losses resulting from unknown or unforeseeable tax implications.
- You will not breach any of the provisions stipulated in these Terms, the Privacy Policy, or any Applicable Laws in any relevant jurisdictions.
- You will not use the Website and the Services in one of any following manners, except as expressly permitted in these Terms, or at the Company's discretion.
- You will not:
  - infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of the Company.
  - use the Website or the Services to transmit any data or send or upload any material or content that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of the Website and/or the Services.

- o expressly or impliedly, use the Website and the Services in the manner that is deemed unlawful, offensive, malicious, threatening, libelous, defamatory, obscene, or otherwise objectionable or violates these Terms, or any other party's intellectual property.
- o modify, make any back-up or archival copies of the Platform or any part thereof including disassembling, and you will also not adapt, hack the Website, or modify another website to falsely imply that it is associated with the Website falsely.
- o crawl, scrape, or otherwise cache any content from the Website, and you agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on the Website.
- o use the Website or any of its contents for advertising or soliciting, for any other commercial, political, or religious purpose, or to compete, either directly or indirectly with the Company.
- You will defend, indemnify, and not hold the Company, the Partners, its Affiliate, each of their respective employees, officers, directors, and representatives liable to and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or relating to any third-party claim concerning these Terms, or your use of the Company's Services in violation of these Terms and applicable laws.

Each of the User's Representations and warranties under this Clause shall survive and continue to remain in full force and effect after the termination and/or the expiration of these Terms.

#### **Risk Disclosure**

By accessing the Website or using or participating in the Company Services, you expressly acknowledge and assume the following risks:

##### **Risk of loss in value**

Tokens or any digital currencies are not issued by any central banks or national, supra-national, or quasi-national organizations. They are also not backed by any hard assets or other credit. The value of tokens or any digital currencies is affected by several factors, including but not limited to, the total number of tokens or any digital currencies in existence, the continued willingness of market participants to exchange government-issued currency for tokens or digital currencies, purchasers' expectations with respect to the rate of inflation of fiat currencies, purchasers' expectations with respect to the rate of deflation of cryptocurrencies, interest rates, currency exchange rates, cyber theft of cryptocurrencies from online digital wallet providers, or news of such theft from such providers or individuals' digital wallets, investment and trading activities of large investors, monetary policies of the governments, trade restrictions, currency devaluations and revaluations, regulatory measures, the global or regional political, economic or financial events and situations. Thus, all these factors will affect the value of tokens or digital currencies, which may result in the permanent partial or total loss of the value of the Company, a particular tokens or digital currency. No one will be obliged to guarantee the liquidity or the market price of any of the PlayPad Token or digital currencies maintained into your Wallets. The volatility and unpredictability of the value of tokens or digital currencies relative to the government-issued currency may result in a significant loss over a short period of time.

##### **The regulatory regime governing tokens or digital currencies**

The regulatory framework relating to tokens or digital currencies remains unsettled, and any laws, regulations, or guidelines may be significantly revised and amended which will materially and adversely affect the value of tokens or digital currencies and your services on <https://playpad.app/> Website or PlayPad Platform as follows.

Technical and system failure affected the obligations stipulated in these Terms the Company may experience system failures, unplanned interruptions in its Binance Smart Chain Network or services, hardware or software defects, security breaches or other causes that could adversely affect the Company's infrastructure network, which includes <https://playpad.app/> Website and PlayPad Platform.

The Company is unable to anticipate the occurrence of hacks, cyber-attacks, mining attacks, including but not limited to double-spend attacks, majority mining power attacks and selfish-mining attacks, distributed denial of service attacks or errors, vulnerabilities or defects on the Website, PlayPad Token, Users' Wallets or any technology, including but not limited to smart contract technology. Also, the Company is unable to detect the hacks as mentioned earlier, mining attacks, cyber-attacks, distributed denials of service errors vulnerabilities, or defects in a timely manner and does not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

In addition, the Company's network or the services could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond the Company's control. Although the Company has taken steps and used its best endeavor against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the PlayPad Platform and the Services, there can be no assurance that cyber-attacks, such as distributed denials of the Service, will not be attempted in the future, and that the Company's enhanced security measures will be effective. Any significant breach of the Company's security measures or other disruptions resulting in a compromise of the usability, stability and security of the Company's network or the services, including the PlayPad Platform, may adversely affect PlayPad Token.

The Company will have no liability for any delay, error, interruption, or failure to perform any obligation under these Terms where the delay or failure is directly or indirectly resulting from any causes beyond the Company's control, including, but not limited to:

- Acts of God, nature, court, or government.
- Failure or interruption of public or private telecommunication networks, the failure of Binance Smart Chain Network, communication channels or information systems.
- Acts or omission of a party for whom the Company is not responsible.
- Delay, failure, or interruption in, or unavailability of, third-party services; and
- Strikes, lockouts, labor disputes, wars, embargoes, terrorist acts and riots.

You understand and agree that your use of the services and the website is completely at your own risk. This clause is not exhaustive and does not disclose all the risks associated with digital currencies and the use of services. Therefore, you are recommended to carefully consider whether such use is suitable for you considering your judgement, circumstances, and financial position.

### **Limitation of Liability**

Notwithstanding any provisions within these terms, in no event will the company, its partners its affiliate, or its employees, agents, officers, or directors be liable to the user for any incidental, special, exemplary, punitive, indirect, or consequential damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any websites linked to it, any content on the website or other such websites, or any other services or items obtained through the

website, or other such websites, including, but not limited to, lost revenue, lost profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, loss of your credential information, loss or interruption of technology, loss of use of service or equipment, even if the user was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise. The company will also have no liability for any emergency and/or unforeseeable incidents related to your use of the services on the PlayPad platform such as stolen private key or hacked accounts.

Except as expressly provided in these Terms, and to the maximum extent permitted by any Applicable Laws, we disclaim all other representations or warranties, express or implied, made to you, your affiliates, or any other person, including, without limitation, any warranties regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any service provided incidental to the Services under these Terms.

In no event will our aggregate liability for any loss or damage that arises in connection with the Services exceed the purchase amount you paid to participate in the Service, if any, during a twelve (12) month period immediately preceding the event that gave rise to the claim for liability. The preceding limitations of liability will apply to the fullest actual amount you paid to participate in or access in the Service.

Except as expressly provided in these Terms, and to the fullest extent permitted by any Applicable Laws, the Company, its Affiliate, and its related parties each disclaim all liability to you for any loss or damage arising out of or due to:

- your use of inability to use, or availability or unavailability of the Services, including any Third-Party Services made available through the Services;
- the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction, or unauthorized access to PlayPad's records, programs, services, server, or other infrastructure relating to the Services.
- the Services being infected with any malicious code or viruses; or
- the failure of the Services to remain operational for any period.

### **Indemnification**

You irrevocably undertake the responsibility of fully indemnifying and holding harmless each of the Company, its Affiliate, licensors, shareholders, officers, directors, managers, employees, and agents from and against any and all losses, claims, actions, proceedings, damages, demands, judgements, sums, liabilities, damages, costs, charges and expenses, including, but not limited to, any reasonable attorney's fees or penalties imposed by any regulatory authority, and reimbursements arising out of or related to the following situations:

- Your use or any person using the Services on your behalf or participation in accordance with the Services on the Website or the PlayPad Platform.
- Your breach of or our enforcement of these Terms.
- Any violations of Applicable Laws, regulation, or rights of any third-party during your use or participate in the Service.
- If you are obligated to indemnify the Company, its Affiliate, shareholders, licensors, officers, directors, managers, employees, and agents, the Company will have the right, at our sole discretion, to control any action or proceeding and to determine whether PlayPad wishes to proceed, or settle, and if so, on what terms or provisions.

### **Termination**

These Terms will be immediately terminated by discontinuing your use of or participate in the Services and you agree to terminate the accessibility on the PlayPad's Platform.

These Terms can be suspended or terminated without a notice from the Company if there is a reasonable ground for the Company to believe that you have breached any of the terms or provisions stipulated in these Terms, or if you do not comply with these Terms.

The termination of these Terms will not prevent the Company from seeking remedies from you in the case where you have breached any terms or provisions of these term before such termination. The Company will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services.

Any ongoing obligation to you as well as the provisions regarding (i) PlayPad' Intellectual Property, (ii) No solicitation or Offering, (iii) Indemnification, (iv) Limitation of liability, and (v) any other provisions designed to survive, will survive any termination or expiration of these Terms for any reason.

#### **No Financial and Legal Advice**

The Company is merely a technology platform, and is not your broker, intermediary, agent, or legal advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities effected by you using the Website or the Services. No communication or information provided to you by the Company is intended as or will be considered or construed as, the solicitation of an offer to buy, the investment advice, financial advice, legal advice, or any other sort of advice. All Services, transactions, and Investments will be executed automatically based on the parameters of your consideration. You will be solely responsible for determining whether any Services, or investments are suitable and match your interests according to your judgement, objectives, circumstances, and risk tolerance. You will be solely responsible for any losses or liabilities therefrom.

Before executing any transactions, purchasing PlayPad Token or IDO tokens on the PlayPad Platform, you should consult with your independent financial, legal, or tax professionals. The Company will not be liable for the decisions you make to access and purchase through the Company.

#### **Notice/Announcement**

Any notice, requests, demands, and determinations for the Company under these Terms (other than routine operational communications) shall be sent to support@playpad.app at <https://playpad.app/>. You agree that the Company may communicate with, and/or otherwise provide notifications to you, via email and other forms of electronic communications, by sending you a paper document, or by posting on the Website.

#### **Language**

Only English versions of any PlayPad Team communications shall be considered official communications of the Company. The English version of any communications and/or these Terms shall prevail in case of differences in translation.

#### **Governing Law, Resolving Disputes, Arbitration and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING A CLASS ACTION.**

#### **Notice of Claim and Dispute Resolution Period**

Please contact the Company first. The Company will seek to address your concerns without resorting to formal legal proceedings whenever possible. If you have a dispute with the Company, you should

contact the Company, and a case number will be assigned. The Company will attempt to resolve your dispute internally as soon as possible. The parties will agree to negotiate in good faith to resolve the dispute and discussions will remain confidential and subject to applicable laws protecting settlement discussions from use as evidence in any legal proceeding.

### **Agreement to Arbitrate**

You and the Company agree that subject to paragraph 16.1 above, any dispute, claim, or controversy between you and the Company that arises in connection with, or relating in any way, to these Terms, or to your relationship with the Company as a user of the Services (whether by contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by a mandatory final and binding individual arbitration rather than a class action, except as set forth below under Exceptions to the Agreement to Arbitrate. You and the Company further agree that the arbitrator will have the exclusive power to rule on his or her jurisdiction, including, without limitation, any objections with respect to the existence, scope, or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court, including, if applicable, attorney fees, except the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. The arbitration provisions set forth in Clause 17 will survive termination of these Terms.

### **Arbitration Rules**

Any dispute arising out of or in connection with these Terms including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Seychelles International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Seychelles International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in these Terms. The seat of the arbitration shall be Seychelles. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

### **Governing Law/Jurisdiction**

The governing law of the arbitration will be that of the Seychelles.

### **Confidentiality**

The parties agree that the arbitration will be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration will not be disclosed to any non-parties except the tribunal, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to facilitate the arbitration. Notwithstanding the preceding, a party may disclose information to the extent that disclosure may be required to fulfil a legal duty, protect, or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision will survive the termination of these Terms and any arbitration brought under these Terms.

### **Class Action Waiver**

You and the Company agree that any claims relevant to these Terms, or your relationship with the Company will be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and the Company further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable

laws. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties involved.

The Company reserves the right to update, modify, revise, suspend, or make future changes to Section 16.2 regarding the parties' Agreement to Arbitrate, subject to applicable laws. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Clause is up to date. Subject to applicable laws, your continued use of your PlayPad's account will be interpreted as your acceptance of any modifications to Clause 16 regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Clause 16, the Company may block access to your account pending closure of your account. In such circumstances, these Terms prior to modification will remain in full force and affect the pending closure of your accessibility.

## **Miscellaneous:**

### **Severability**

If any of the provisions in these Terms is found by a court of competent authority to be invalid, void, unlawful or unenforceable under any applicable laws, such unenforceability or invalidity will not render these Terms unenforceable or invalid, and such provisions will be deleted without affecting the remaining provisions herein.

### **Variation of Terms**

The Company has the right to revise these Terms at our sole discretion at any time, and by using the Website or other PlayPad's platform, you will be expected to review such Terms regularly to ensure that you understand all provisions stipulated in these Terms.

### **Collaboration with Legal Authorities**

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

### **Assignment**

The Company will be allowed to assign, transfer, and subcontract Our rights and/or obligations under these Terms without the need to provide you any notification or acquire your consent. Nevertheless, you will not be permitted to assign, transfer, charge or deal in any other manner with these Terms or any of its rights under it (including holding an interest on trust for another), nor purport to do so, nor sub- contract any or all of its obligations under these Terms without having obtained the prior written consent of the Company.

### **Entire Agreement**

These Terms, including the Privacy Policy and any rules contained on the Website or others PlayPad Platform, constitute the sole and entire agreement between You and the Company with respect to your use of the PlayPad Platform, and supersedes other prior or contemporaneous negotiations, discussions, agreements, understandings, representations, and warranties, both written and oral, between You and the Company with respect to such subject matter.

### **No Third-Party Rights**

Nothing in these Terms will be deemed to create any rights to any creditors or other persons, not a party hereto. Moreover, these Terms will not be construed, in any respect, to be a contract, in whole or in part, for the benefit of any third parties.

**Clickwrap**

The Company may deliver the Service through electronic means such as download links, graphical, Tools or other technologies for providing the Service for users. The user interfaces to such electronic means may require that the users agree to these Terms by checking a box, clicking a button, or continuing with the Service. If user through such action the user becomes a Party to these Terms. Such an action of acceptance shall be sufficient to bind the users to the terms and conditions herein these Terms.

**Waiver**

The failure of the Company to require or enforce strict performance by You 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 PlayPad Team shall be deemed a modification of these Terms nor be legally binding.