

PRIMARY CROWDFUND TERMS & CONDITIONS

This Primary Crowdfund Terms & Conditions (the "T&C") contains the terms and conditions that govern your donation to the Peerplays Standards Blockchain Association ("PBSA") and the distribution of Peerplays blockchain cryptographic tokens used by the Peerplays blockchain ("PPY Tokens") to you for the donation made by you. By transferring your bitcoin donation to the Primary Crowdfund Bitcoin address (the "Transfer"), you acknowledge and agree to all of the terms and conditions in this T&C as set forth below. Capitalized terms used in this T&C shall have the meanings given to them in Section 14 of this T&C, except as otherwise expressly defined herein.

1. General.

1 Terms. By doing the Transfer, you agree to adhere to all rules and regulations applicable to your donation to the PBSA, including the policies as defined in Section 12. You have read, understood and agreed to the conditions of the Primary Crowdfund as defined in Sections 2 and 13, and Risk Disclosure as defined in Section 8, as contained in this T&C. YOU AGREE AND CERTIFY THAT YOU ARE DONATING DURING THE PRIMARY CROWDFUND PERIOD AND RECEIVING PPY TOKENS FOR YOUR OWN PERSONAL CONSUMPTION, UTILITY, USE AND TO PARTICIPATE IN THE PEERPLAYS COMMUNITY AND NOT FOR INVESTMENT, OR SPECULATIVE FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT PPY TOKENS ARE NOT SECURITIES AND ACKNOWLEDGE THAT PPY TOKENS MAY LOSE THEIR ENTIRE VALUE.

2. Donation and Distribution of PPY Tokens.

2.1 Donation. You agree to donate to the PBSA on the terms set forth herein. Your donation is final. No refund, in whole or in part, of your donation will be refunded under any circumstances.

2.2 Delivery Date and Method. Upon launch of the Peerplays blockchain on 30 May 2017, you will be able to claim your PPY Tokens using your Bitcoin private key. Instructions on how to claim your PPY Tokens will be posted on www.peerplays.com/news.

3. Security and Data Privacy.

3.1 Your Security. You will implement reasonable and appropriate measures designed to secure access to (i) private keys required to access any relevant BTC address or your PPY Tokens, and (ii) your username, password and any other login or identifying credentials. YOU ARE SOLELY RESPONSIBLE FOR YOUR SECURITY MEASURES.

4. Taxes. Any fees, taxes or charges in your jurisdiction for holding PPY Tokens are payable by you.

5. Term; Termination.

5.1. Term. The term of this T&C will commence at the time of your Transfer and will continue until terminated in accordance with this T&C.

5.2 Termination. This T&C will terminate automatically upon the launch of the Peerplays blockchain on 30 May 2017. The PBSA may terminate this T&C at PBSA's sole discretion if you breach any term or Policy.

5.3. Effect of Termination. Upon any termination of this T&C, Sections 4, 5, 6, 7, 9, 10, 11, 12, 13 and 14 will continue to apply in accordance with their terms.

6. Proprietary Rights.

6.1 Hardware and Software. Under no circumstances will you gain any proprietary rights in any computer hardware or software used by PBSA or its affiliates.

6.2 Intellectual Property. You do not have any right, title or interest in PBSA's intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any intellectual property for any reason, except with express, prior,

written consent.

7. Indemnification.

7.1. General. You will defend, indemnify, and hold harmless the PBSA, its affiliates and licensors, and each of their respective employees, officers, directors, trustees, contractors, service providers and representatives (collectively referred to as “Indemnified Parties”) from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or relating to any third party claim concerning this T&C or your use of PPY Tokens, whether or not the PPY Tokens were distributed to you under this T&C. If any of the Indemnified Parties are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse such Indemnified Parties for reasonable attorneys’ fees, as well as the Indemnified Parties’ time and materials spent responding to the third party subpoena or other compulsory legal order or process at reasonable hourly rates.

7.2. Process. Any of the Indemnified Parties, as the case may be, will promptly notify you of any claim subject to Section 7.1, but such Indemnified Parties’ failure to promptly notify you will only affect your obligations under Section 7.1 to the extent that such Indemnified Parties’ failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain such Indemnified Parties’ prior written consent before entering into any settlement. Such Indemnified Parties may also assume control of the defense and settlement of the claim at any time.

8. Risks and Disclaimers.

8.1 Risks. YOU UNDERSTAND THAT PPY TOKENS, BLOCKCHAIN TECHNOLOGY, THE GRAPHENE PROTOCOL, AND DECENTRALIZED GAMING AND WAGERING PLATFORMS ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF THE PBSA OR ITS AFFILIATES’ CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE PEERPLAYS PERFORMANCE UNDER THIS T&C.

YOU SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION SET OUT IN THIS T&C AND, IN PARTICULAR, SHOULD EVALUATE THE FOLLOWING RISKS IN CONNECTION WITH MAKING A DONATION TO THE PBSA AND HOLDING PPY TOKENS.

IN PARTICULAR, AND IN ADDITION TO THE TERMS OF THIS T&C, YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH BELOW, WHICH INCLUDE THE FOLLOWING:

8.2 Risk of losing access to PPY Tokens due to loss of private keys

Donors under the Primary Crowdfund must send bitcoin from a Bitcoin address from which the donor controls the private keys. Failure of the donor to safeguard these keys will result in the loss of PPY Tokens. Failure of the donor to send bitcoin from a Bitcoin address from which the donor controls the private keys will result in the loss of PPY tokens. Best practices dictate that donors safely store their private keys in one or more backup locations geographically separated from the working location.

8.3 Risks associated with Graphene protocol. PPY Tokens and the Peerplays network are based upon the Graphene protocol. As such, any malfunction, unintended function or unexpected functioning of the Graphene protocol may cause the Peerplays network or PPY Tokens to malfunction or function in an unexpected or unintended manner.

8.4 Risks associated with governing by the decentralized autonomous collective (“DAC”). The PPY Tokens and the Peerplays network may be adversely affected if the DAC governs the Peerplays ecosystem maliciously or carelessly or members of the DAC disagree or are in conflict with one another. Further, the DAC may decide not to support funding proposals that are beneficial to the long-term development of Peerplays. In this event Peerplays may not be able to grow and the network and the PPY Tokens may be adversely affected.

8.5 Risks associated with donor credentials. Any third party that gains access to the PPY Token holder's login credentials or private keys may be able to dispose of the token holder's PPY Tokens. To minimize this risk, holders should guard against unauthorized access to their electronic devices.

8.6 Risk of unfavorable regulatory or legal action in one or more jurisdictions. Cryptographic tokens, cryptocurrencies and blockchain technologies have been the subject of scrutiny by various regulatory bodies and agencies around the world and currently face an uncertain regulatory landscape. In the near term, certain jurisdictions may adopt laws, regulations, or directives that affect blockchain technology, cryptographic tokens, cryptocurrencies and their end-users. One or more countries may take regulatory actions in the future that severely restricts acquiring, owning, holding, selling, or using or converting cryptographic assets into fiat currency.

The functioning of the Peerplays network and PPY Tokens could be impacted by one or more legal or regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like PPY Tokens, which could impede or limit the development of the Peerplays network. The effect of any future regulatory change on the PPY Tokens and the Peerplays network is impossible to predict.

Online gaming and online gambling have been, and will likely continue to be, the subject of investigation and regulation by various regulatory bodies and agencies around the world. The ability for users to interact with the Peerplays network in some or all jurisdictions could be eliminated by future regulation and/or legal action. In the event that it is not legal for users to interact with the Peerplays network in such jurisdictions, the Peerplays user base may be adversely affected.

Further it is possible that regulatory bodies in one or more jurisdictions may seek to censor content available on the Peerplays platform or restrict access to the Peerplays blockchain for an extended period of time or indefinitely, which may adversely affect the Peerplays network.

8.7 Risk of alternative, unofficial Peerplays networks. Following the development of the initial version of the Peerplays platform, it is possible that alternative networks could be established, which utilize the same open source code and open source protocol underlying the Peerplays network. The official Peerplays network may have to compete with these alternative, unofficial Peerplays networks, which could potentially negatively impact the Peerplays network and PPY Tokens.

8.8 Risk of competition from competitors. The gaming and wagering industry is highly competitive. There are few structural barriers to prevent newly developed cryptographic tokens from being created and gaining acceptance. Competitors may be able to respond more effectively than Peerplays to changes in the market or to new technologies; may develop products, features, or services that are in competition with Peerplays which may achieve greater market acceptance; and may undertake more far-reaching and successful product development efforts and/or marketing campaigns. Certain competitors may also leverage their existing dominant positions in one or more markets or jurisdictions including integrating competing decentralized autonomous wagering platforms or features into products they already own such as search engines, web browsers, or mobile device operating systems which could adversely affect the viability and growth of the Peerplays network.

8.9 Risk of insufficient interest in the Peerplays network or distributed applications. It is possible that the Peerplays network will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of Peerplays' blockchain and applications. Such a lack of interest could impact the development of the Peerplays network and therefore the potential uses and value of the PPY Tokens.

8.10 Risk that the Peerplays network, as developed, will not meet the expectations of PPY Token holders. The Peerplays network and blockchain are presently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of the PPY Tokens or the Peerplays network by holders of PPY Tokens may not be met upon release, for any number of reasons, including a change

in the design and implementation plans and execution of the Peerplays network.

8.11 Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with the Peerplays network or the availability of PPY Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

8.12 Risk of security weaknesses in the Peerplays network core infrastructure software. The Peerplays network consists of open source software that is itself based on open source software. There is a risk that the developers funded by the PBSA, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Peerplays network interfering with the use of or causing the loss of PPY Tokens.

8.13 Risk of weaknesses or exploitable breakthroughs in the field of cryptography. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and the Peerplays platform, which could result in the theft or loss of PPY Tokens.

8.14 Risk of lack of adoption or use of the Peerplays network. While a PPY Token should not be viewed as an investment, it may have value over time. That value may be limited if the Peerplays network lacks use and adoption. Any impediment to the growth, development, use and/or acceptance of the Peerplays blockchain may adversely affect the PPY Tokens. If this becomes the case, there may be few or no markets upon the launch of the platform, limiting the use and value of the PPY Tokens.

8.15 Risk of significant volatility in digital currencies. The value of cryptographic tokens, including bitcoin and the PPY Tokens, is highly volatile and can be affected by a number of factors, including, without limitation, market sentiment, blockchain news, attacks and/or hacks, potential regulatory measures, global or regional political, economic or financial events and situations and the launch of new competing cryptographic tokens.

Further, the PBSA will use donations received from the Primary Crowdfund to fund development of the Peerplays network. The donations made will be denominated in bitcoin, and possibly converted into other cryptographic tokens or fiat currencies to pay for such things as network development expenses. If the value of bitcoin or other cryptographic tokens fluctuates unfavorably during or after the Primary Crowdfund, the PBSA may not be able to fund development, or may not be able to sponsor development of the Peerplays blockchain in the manner that it intended or promised.

8.16 Risk of exchanges and an illiquid market for PPY Tokens. There are currently no exchanges upon which PPY Tokens might trade. Exchanges on which certain other cryptographic tokens like bitcoin currently trade are relatively new and are subject to unclear and uncertain regulatory oversight. Such exchanges may therefore be more exposed to fraud, security failures and other operational issues than established, regulated exchanges for other products. To the extent that the PPY Tokens are listed on any exchanges in the future, and any exchange representing a substantial portion of the volume in PPY Token trading experiences fraud and/or operational or security failure, such an event could result in the loss of PPY Tokens and/or a reduction in the value or liquidity of the PPY Tokens.

Even if PPY Tokens are listed on an exchange, if there are very few people buying or selling PPY Tokens, the market for PPY Tokens could be illiquid.

8.17 Risk of uninsured losses. Unlike bank accounts or accounts at some other financial institutions, funds held using the Peerplays network are generally uninsured. In the event of loss or loss of value, there is no public insurer, such as the F.D.I.C., or private insurer, to offer recourse to the token holders.

8.18 Risk of dissolution of the Peerplays project. It is possible that, due to any number of reasons, including without limitation, an unfavorable fluctuation in the value of bitcoin, unfavorable fluctuation in the value of PPY Tokens, the failure of developers to complete projects or their unwillingness to complete projects, the failure of the DAC, the lack of people willing to act as directors of the PBSA, ascendancy of competitors and/or

competing intellectual property claims, the Peerplays network may no longer be a viable project and may dissolve or fail to launch.

8.19 Risk of taxation. PPY Token holders may be subject to adverse or unexpected tax implications or consequences in one or more jurisdictions if donations are made under the Primary Crowdfund, PPY Tokens are held, PPY Tokens appreciate or depreciate in value over time, PPY Token holders receive their prorated share of rewards generated within the Peerplays ecosystem, or PPY Tokens are disposed. You should consult your own legal counsel and tax advisor as to legal and tax matters concerning Peerplays and the PPY Tokens.

8.20 Unanticipated risks. Digital currencies and cryptographic tokens are new and untested technologies. In addition to the risks set forth herein, there are risks that cannot be anticipated. Risks may further materialize as unanticipated combinations or variations of the risks set forth herein.

9. Disclaimers. THE PPY TOKENS ARE PROVIDED "AS IS." THE INDEMNIFIED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PPY TOKENS, INCLUDING ANY WARRANTY THAT THE PPY TOKENS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE STRATEGIC DONATION, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING BUT NOT LIMITED TO, HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, AND USER FAILURE. THE INDEMNIFIED PARTIES ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, BTC, PPY TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES.

10. Limitations of Liability.

EACH OF THE INDEMNIFIED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF ANY OF THE INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NONE OF THE INDEMNIFIED PARTIES WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE PPY TOKENS, INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE PEERPLAYS NETWORK OR THIS T&C, INCLUDING AS A RESULT OF POWER OUTAGES, MAINTENANCE, DEFECTS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS T&C OR YOUR USE OF OR ACCESS TO THE PPY TOKENS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING RECORDS, PRIVATE KEY OR OTHER CREDENTIALS, ASSOCIATED WITH ANY PPY TOKEN, WHETHER OR NOT OBTAINED UNDER THIS T&C AS PART OF THE RESULTING DISTRIBUTION.

YOU WAIVE YOUR RIGHT TO DEMAND THE RETURN OF ANY VIRTUAL CURRENCY YOU DONATED TO THE PBSA IN THE PRIMARY CROWDFUND UNDER ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, A DEMAND FOR SPECIFIC PERFORMANCE.

11. Modifications to this T&C.

The PBSA may modify this T&C (including any Policies) at any time by posting the modified version on the Peerplays website. The modified terms will become effective immediately upon the PBSA sending you this email. It is your responsibility to check your email account regularly for modifications to this T&C.

12. Miscellaneous.

12.1 Force Majeure. The Indemnified Parties will not be liable for any delay or failure to perform any obligation under this T&C where the delay or failure results from any cause beyond the Indemnified Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Graphene or Peerplays protocols or any other force outside of the Indemnified Parties' control.

12.2 Independent Contractors; Non-Exclusive Rights. The PBSA and you are independent contractors, and none of these parties, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. The parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

12.3 No Third Party Beneficiaries. This T&C does not create any third party beneficiary rights in any individual or entity.

12.4 Notice.

The PBSA may provide any notice to you under this T&C by posting the notice on the Peerplays website.

12.5 No Waivers. The failure by the PBSA to enforce any provision of this T&C will not constitute a present or future waiver of such provision nor limit the PBSA's right to enforce such provision at a later time. All waivers by PBSA must be unequivocal and in writing to be effective.

12.6 Reformation and Severability. Except as otherwise set forth herein, if any portion of this T&C is held to be invalid or unenforceable, the remaining portions of this T&C will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this T&C, but the rest of the T&C will remain in full force and effect.

12.7 Disputes Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver; Limitation of Time.

For any and all controversies, disputes, demands, claims, or causes of action between you and any of the Indemnified Parties (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to PPY Tokens or this T&C, you and any of the Indemnified Parties agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the province of Nova Scotia, Canada. As used in this Section, the PBSA means the Peerplays Blockchain Standards Association. In addition, "Indemnified Parties" include any third party providing any product, service, or benefit in connection with this T&C if such third party is named as a co-party with the PBSA in any controversy, dispute, demand, claim, or cause of action subject to this Section.

The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes. As modified by this T&C, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the laws of Nova Scotia, Canada. Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR

RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state, province or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the courts of province of Nova Scotia, Canada. Additionally, notwithstanding this agreement to arbitrate, you or any of the Indemnified Parties may seek emergency equitable relief before the courts of the province of Nova Scotia, Canada in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located in Nova Scotia, Canada for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and any of the Indemnified Parties must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR ANY OF THE INDEMNIFIED PARTIES MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, any of the Indemnified Parties, as appropriate, will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) each of the Indemnified Parties also reserves the right, in each of the Indemnified Parties' sole and exclusive discretion, as appropriate, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor the Indemnified Parties may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and any of the Indemnified Parties will pay the Indemnified Parties' respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your account and this T&C as well as any voluntary payment of any debt in full by you or any bankruptcy by you or any of the Indemnified Parties. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor any of the Indemnified Parties will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in the courts of the province Nova Scotia, Canada.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

12.8 Entire T&C; English Language. This T&C includes the Policies and is the entire understanding between you and the PBSA regarding the subject matter of this T&C. This T&C supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and the PBSA, whether written

or verbal, regarding the subject matter of this T&C. Notwithstanding any other agreement between you and the PBSA, the security and data privacy provisions in Section 3 of this T&C contain the parties and their affiliates' entire obligation regarding the security, privacy and confidentiality of your personal information. The PBSA will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this T&C (whether or not it would materially alter this T&C) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this T&C are inconsistent with the terms contained in any Policy, the terms contained in this T&C will control. If the PBSA provides a translation of the English language version of this T&C, the English language version of the T&C will control if there is any conflict.

13. Conditions of the Strategic Donations.

BY DONATING UNDER THE STRATEGIC DONATION, YOU:

13.1 represent and warrant that you have an understanding of the usage and intricacies of cryptographic tokens, like bitcoin (BTC), BitShares, and blockchain-based software systems;

13.2 represent and warrant that you are legally permitted to donate BTC in the PBSA's jurisdiction, Canada, and is legally permitted to receive products of Canadian origin;

13.3 represent and warrant that you are of a sufficient age to legally donate and hold PPY Tokens;

13.4 represent and warrant that you will take sole responsibility for any restrictions and risks associated with the donation and holding PPY Tokens as set forth in this T&C;

13.5 agree not to hold any of the Indemnified Parties liable for any losses or special, incidental, or consequential damages arising out of, or in any way connected to, your failure to properly store, secure or backup your bitcoin private keys;

13.6 represent and warrant that you are not donating for the purpose of speculative investment;

13.7 understand that there is no warranty whatsoever on PPY Tokens, express or implied, to the extent permitted by law, and that PPY Tokens are distributed on an "as is" basis;

13.8 understand that the PBSA, or any of its affiliates will not provide any refund of the donation to the PBSA under any circumstances;

13.9 understand that there is no warranty that the process for donating to the PBSA or distribution of PPY Tokens will be uninterrupted or error-free; and

13.10 agree to accept sole risk for the donation to the PBSA and holding PPY Tokens.

14. Definitions.

"**Content**" means software (including machine images), data, text, audio, video, images or other content.

"**Peerplays Bulletin**" means the communication prepared for the Primary Crowdfund dated 21 February 2017.

"**Peerplays website**" means <http://www.peerplays.com>.

"**Policies**" means all restrictions described in the Peerplays Bulletin and on the Peerplays website, and any other policy or terms referenced in or incorporated into this T&C. Policies does not include whitepapers or other marketing materials referenced on the Peerplays website. In the event of a conflict between any Policy and this T&C, the terms of this T&C prevail.

"**PPY Tokens**" means the native digital tokens used on the Peerplays network.

"**Primary Crowdfund**" means US\$5 million equivalent in bitcoins that is expected to be raised under a crowdfund donation and 950,000 PPY Tokens distributed to those donors.

"Resulting Distribution" means the amount of PPY Tokens distributed to you according to your donation made during the Primary Crowdfund Period.

"Term" means the term of this T&C described in Section 5.1.