

PREAMBLE
EDGELESS CASINO CONTRIBUTION
Terms & Conditions December 2017

THIS IS A NEW WORDING OF EDGELESS CASINO CONTRIBUTION TERMS AND CONDITIONS.

TERMS AND CONDITIONS HAVE BEEN UPDATED TAKING INTO CONSIDERATION THE DEVELOPMENTS IN CRYPTO CURRENCY REGULATION AND PROGRESS IN THE IMPLEMENTATION OF THE EDGELESS CASINO PROJECT. THIS NEW WORDING OF TERMS AND CONDITIONS ENTIRELY RESTATES AND REPLACES THE EDGELESS CASINO CONTRIBUTION TERMS AND CONDITIONS PUBLISHED IN FEBRUARY 2017, WHICH WILL AUTOMATICALLY BECOME NULL AND VOID AS OF PUBLICATION OF THIS NEW WORDING OF EDGELESS CASINO CONTRIBUTION TERMS AND CONDITIONS. THIS DOCUMENT DOES NOT CONSTITUTE TO BE A PROSPECTUS OF ANY SORT, IS NOT A SOLICITATION FOR INVESTMENT OR AN INITIAL PUBLIC OFFERING OR SHARE/EQUITY/PROFIT SHARING OFFERING AND DOES NOT PERTAIN IN ANY WAY TO AN OFFERING OF SECURITIES IN ANY JURISDICTION, INCLUDING UNITED STATES OF AMERICA.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, KEEP A COPY OF THEM FOR YOUR REFERENCE, AND IF YOU HAVE ANY QUESTIONS ABOUT THEM, PLEASE CONTACT THE EDGELESS TEAM PRIOR TO USING THE EDGELESS CASINO WEBSITE AND PROVIDING CONTRIBUTIONS.

THESE TERMS AND CONDITIONS ARE NOT BOILERPLATE. IF YOU DISAGREE WITH ANY OF THEM, BELIEVE THAT ANY SHOULD NOT APPLY TO YOU, OR WISH TO NEGOTIATE THESE TERMS, IMMEDIATELY NAVIGATE AWAY FROM THE EDGELESS CASINO WEBSITE AND DO NOT CONTRIBUTE TO THE DEVELOPMENT OF THE EDGELESS CASINO PROJECT.

The Edgeless Casino Project is a development project initiated by the Edgeless Team and developed by the Edgeless Company to build the edgeless casino on the Ethereum blockchain as described in the Edgeless Casino Crowdsale Whitepaper (“**Whitepaper**”).

Users can make an advance payment for the right to access and play online games available games on the Edgeless Casino Platform as described in the Whitepaper by transferring Ether (ETH) to the Smart Contract System of the Edgeless Casino, which in turn creates and distributes Edgeless Tokens (“**EDG Tokens**”) to the Users.

EDG Token is a participatory (utility) token that allows its holder to access the Edgeless Casino and play games available on the Edgeless Casino Platform. For the avoidance of doubt, to play in Edgeless Casino and other Edgeless games will be available only to EDG Token holders.

The advance payment for participation in the Edgeless Casino Project does not involve the exchange of cryptocurrencies for any form of ordinary shares in Edgeless Casino and/or Edgeless Company and/or any other company, neither does the EDG holder receive any form of profit, dividend or other revenue right that is guaranteed or it participates in any profit sharing scheme.

The Contribution under these Edgeless Casino Contribution Terms and Conditions (“**T&C**”) will not involve any fiat currencies and will strictly be done in cryptocurrencies.

Due to legal and regulatory uncertainty in the United States of America, the users from United States of America are not allowed to provide Contributions and obtain EDG Tokens. The Edgeless Casino website will block citizens of the United States of America.

1. DEFINITIONS

- **Edgeless Casino** shall mean casino and other online games available on the Edgeless Casino Platform.
- **Edgeless Casino Platform** shall mean a website Edgeless Casino and multimedia content related to online gambling games placed on the website, identified with a domain name www.edgeless.io, software, any of the elements or rights, developed as part of the Edgeless Casino Project.
- **Edgeless Casino Project** shall mean the Edgeless Casino, together with the EDG Tokens and the Smart Contract System.
- **Edgeless Company** shall mean each and every company which participated in the crowdfund, owes required intellectual property and/or is assigned to manage and administer the Edgeless Casino Project. For the avoidance of doubt, several companies with different tasks and operations may be incorporated and therefore the term “Edgeless Company” collectively refers to all of these companies that participate in the crowdfunding, development and/or management of Edgeless Casino Project. Service providers that were subcontracted to develop the intellectual property or its parts shall not be regarded as Edgeless Company for the purpose of these T&C.
- **Edgeless Team** shall mean persons who developed the concept and are the co-founders of the Edgeless Casino Project, as described in the Whitepaper as The Edgeless Team.
- **EDG Token** shall mean the cryptographic tokens which are held on the Ethereum Blockchain and represents the right of the EDG Holder to access the Edgeless Casino Platform and play the games offered by the Edgeless Casino.
- **EDG Holder** shall mean the User that has contributed to the development of the Edgeless Casino by transferring Ethereum to the wallet assigned to the Edgeless Company and in turn has received EDG Tokens.
- **T&C** shall mean these Edgeless Casino Contribution Terms & Conditions.
- **Contribution** shall mean the User’s transfer of Ethereum to the wallet assigned to the Edgeless Company during the Contribution Period in order to support the development of the Edgeless Casino Project and in turn to receive the created EDG Tokens through the Smart Contract System which represent the right to access and play online games available on the Edgeless Casino Platform in future.
- **Contribution Period** shall mean the time period between 28th February 2017, 3:00 pm GMT and 21st March 2017, 4:00 pm GMT in which Users may receive the EDG Tokens for their Contributions.
- **Crowdsale** shall mean the sale of the right to access and play online games available on the Edgeless Casino Platform in future by exchanging EDG Tokens for the Contributions during the Contribution Period in order to develop the Edgeless Casino Project.
- **Smart Contract System** shall mean the Smart Contract deployed and used for the Contributions in order to develop the Edgeless Casino Project, existing on the Ethereum blockchain and connected with the wallet of the Edgeless Company.
- **User** shall mean any person willing to access and play online games available on the Edgeless Casino Platform in the future and, therefore, willing to contribute into to the development of the Edgeless Casino Project by paying ETH and receiving EDG Tokens in exchange.
- **Whitepaper** shall mean the Edgeless Casino Crowdsale Whitepaper, restated and replaced by the new wording in November 2017.

2. PRINCIPLES

1. The T&C describe the procedure of acquiring the right to access and play online games available to be offered on the Edgeless Casino Platform by making contributions in return for EDG Tokens as specified in the Smart Contract System. The T&C shall apply to all Users and EDG Holders participating in the Crowdsale. The information contained in the Whitepaper and on the website of the Edgeless Casino are of descriptive nature only, is not binding and do – unless explicitly referred to herein – not form part of the T&C.
2. By transferring ETH to the Smart Contract System, the User expressly agrees to all of the terms and conditions set forth in Smart Contract System code existing on the Ethereum blockchain and in these T&C. The User further confirms to have carefully reviewed the Smart Contract System code, its functions and these T&C and to fully understand the risks and costs of creating EDG Tokens and contributing into a Smart Contract System for the development of the Edgeless Casino Project.
3. Neither this document nor any other document or communication may modify or add any additional obligations or covenants to the Edgeless Casino Project, the Edgeless Company, the Edgeless Team or publisher of these T&C or developer of the Smart Contract System functions and/or any other person, entity and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the Edgeless Casino Project beyond those set forth in the Smart Contract System.
4. By transferring ETH to the Smart Contract System and the Smart Contract System creating the EDG Tokens, the User understands and accepts that the User makes an advance payment for the right to access and play online games to be offered on the Edgeless Casino Platform, the online games will be available for the Users only after the development of the Edgeless Casino Platform, also that the Contribution into a Smart Contract System will be used for the development of the Edgeless Casino Project, as described in the Whitepaper.
5. The User understands and accepts that the Edgeless Team promoted the Crowdsale on behalf of the Edgeless Company and shall not be responsible for setting up, developing, marketing, managing or operating the Edgeless Casino Project. Setting up, developing, marketing, managing or operating the Edgeless Casino is the sole responsibility and liability of the Edgeless Company. The User understands and accepts that the Edgeless Company will make reasonable efforts to develop and complete the Edgeless Casino Project, it is possible that such development may fail and the EDG Tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
6. The User is also aware of the risk that even if all or parts of the Edgeless Casino are successfully developed and released in full or in parts, due to a lack of public interest, the Edgeless Casino Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest or other reasons. The User therefore understands and accepts that the transfer of ETH to the Smart Contract System and the creation of the EDG Tokens by the Smart Contract System carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created EDG Tokens, if any, and attributed features of the Edgeless Casino).
7. The User understands that the elements of the Smart Contract System or any of its part, also assigned multi-signature wallets the Crowdsale may be vulnerable to the criminal attacks and thefts; in case due to any criminal attack or a theft the Edgeless Casino Company suffered the loss of ETH and / or EDG Tokens, neither Edgeless Company nor each and every person or company which participated in the Edgeless Casino Project on any of its stage will not bear a responsibility to develop the Edgeless Casino Platform or continue Edgeless Casino Project from its personal funds.
8. The User furthermore understands and accepts that the creation of the EDG Tokens, any rights to EDG Token which grants the right to access and play online games available on Edgeless Casino Platform are smart contract based – the terms and conditions applicable thereon are set

forth in the Smart Contract System, consisting of software code, existing on the Ethereum blockchain. To the extent the terms contained herein or in any other document or communication contradict to the ones set forth in the Smart Contract System, the terms of the Smart Contract System shall prevail.

9. By transferring ETH to the Smart Contract System and/or receiving the EDG Tokens, no form of partnership, joint venture or any similar relationship between the Users and/or Edgeless Company and/or other individuals or entities involved with the deployment of the Smart Contract System is created. The Users may only obtain the EDG Tokens, which represent the right to access the Edgeless Casino Platform and play the games on the Edgeless Casino Platform, respectively, the EDG Token represents the advance payment for the right which will be exercised only after the Edgeless Casino Platform is developed. In particular, the User understands and accepts that the EDG Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, profits, dividends, shares or any other form of participation or governance right in or relating to the Edgeless Casino or any Edgeless Company.
10. The User understands that the User receives no right to receive any revenues generated by the intellectual property, including but not limited to Edgeless Casino Platform, its software, any of the elements or other rights, developed as part of the Edgeless Casino Project or any other assets. The User understands and hereby agrees that the sole and exclusive owner of the Edgeless Casino Platform and related intellectual property shall be the Edgeless Company which shall have a right to manage, possess, use and dispose the intellectual property at its own discretion, without violating the laws and the rights and interests of other persons.
11. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction, including United States of America. It is a description of the functionality of a Smart Contract System and the use of the EDG Tokens.

4. CONTRIBUTION AND THE EDG TOKENS

11. No minimal or maximal Contribution amounts per User are inbuilt in the Smart Contract System. All EDG Tokens are equal in their respective functionality.
12. Maximal amount of the EDG Tokens that could be created through the Smart Contract System is 500,000,000. If the respective maximal created EDG Tokens amount will be reached before the end of the Contribution Period, the Smart Contract System will automatically stop accepting Contributions and the Contribution Period will end immediately.
13. The maximal amount of the created EDG Tokens will be distributed as follows:
 - a. 440,000,000 to the Users that provide Contributions;
 - b. 50,000,000 to the Edgeless Team (automatically once the Crowdsale starts);
 - c. 10,000,000 to the Crowdsale Partners, that have contributed to the implementation of the Crowdsale, including participation in the Bounty program as it is described on the Edgeless Casino's webpage (automatically once the Crowdsale starts).
14. The Crowdsale is considered to be successfully completed if the Smart Contract System based on the received Contributions creates at least 50,000,000 EDG Tokens, which are distributed to the Users, during the Contribution Period. If less than 50,000,000 EDG Tokens are created during the Contribution Period, the Crowdsale is considered to have failed and each User will automatically get back the amount of ETH submitted to the Smart Contract System from the Smart Contract System's address back to the address used to transfer the ETH to the Smart Contract System.
15. In case the Crowdsale is considered to be successful as described in par 14 of these T&C but the maximal amount of the EDG Tokens (ie 500,000,000) was not created, the amount of

EDG Tokens which were not created during the Contribution Period is deducted from the maximal amount of EDG Tokens (ie 500,000,000) and the new maximal amount is automatically set based on the total amount of created EDG Tokens during the Contribution Period (ie the amount of the EDG Tokens 1) created for the Users that provide Contributions, 2) the Edgeless Team and 3) the Crowdsale Partners).

16. 1 ETH is 1,000 EDG Tokens, except during the Power Hour and creation of the EDG Tokens during the 1st and the 2nd weeks of the Contribution Period. During the Power Hour and creation of the EDG Tokens during the 1st and the 2nd weeks of the Contribution Period, the number of EDG Tokens for 1 ETH changes as follows:
 - a. Power Hour (28th February 2017, 3:00 pm GMT – 28th February 2017, 4:00 pm GMT): 1 ETH amounts to 1,200 EDG Tokens;
 - b. 1 week (28th February 2017, 4 pm GMT – 7th March 2017, 4 pm GMT): 1 ETH amounts to 1,100 EDG Tokens;
 - c. 2 week (7th March 2017, 4 pm GMT – 14th March 2017, 4 pm GMT): 1 ETH amounts to 1,050 EDG Tokens.

For the sake of clarity, from the start of the 3rd week until the end of the Contribution Period (14th March 2017, 4 pm GMT – 21st March 2017, 4 pm GMT), 1 ETH amounts to 1,000 EDG Tokens.

17. The creation and allocation of the EDG Tokens are initiated by the User sending an amount of ETH to the Smart Contract System, that is linked with the wallet assigned to the Edgeless Company, which triggers a smart contract operation. The Smart Contract System creates and allocates the corresponding EDG Token to the User's wallet address, from where the ETH were sent. Creation and distribution of the EDG Tokens (meaning that respective entries of the Public Key (PUK) of User) are made by the Smart Contract System on the blockchain according to the allocation information in the Smart Contract System.
18. Transferability of the EDG Tokens during the Contributions Period: any and all EDG Tokens will be locked, and are therefore not transferable, until the Contribution Period has ended as set forth in the Smart Contract System. Once the Contribution Period is over, the EDG Holders can transfer their EDG Tokens without any restrictions.
19. The EDG Tokens are only for use in connection with the Edgeless Casino Project under the terms of the Smart Contract System, and only constitute a transferable representation of attributed functions of the Smart Contract System.
20. The User understands and accepts that all Contributions are final and may not be reversed. By transferring ETH to the Smart Contract System, the User acknowledges that he has no right to request a refund for any reason, and that the User will not receive money or other compensation for any EDG Token that is not used or remains unused, except the case when the Crowdsale failed as described in Part 14 of these T&C.
21. Only the Smart Contract System will create and allocate EDG Tokens during the Contribution Period. Access to this Smart Contract System will be available through the Edgeless Casino's website. To the extent that any third-party website, service or smart-contracts offers the EDG Tokens during the Contribution Period or facilitates the sale or transfer of the EDG Tokens in any way during the Contribution Period, such third-party websites or services are, unless explicitly mentioned on the Edgeless Casino's website, not authorised by the Edgeless Team and/or the Edgeless Company and have no relationship in any way with the Crowdsale.
22. During the Contribution Period, the Edgeless Team and/or the Edgeless Company may at any time stop the contribution function for security reasons. As long as the Edgeless Team and/or the Edgeless Company upholds such contribution freeze, no further contribution will be possible. The Contribution Period is not extended for the duration of such contribution freeze.
23. The Users are not allowed to transfer ETH to the Smart Contract System from virtual currency

exchanges since virtual currency exchanges do not provide the Users with the private key and they cannot hold the created EDG Tokens in their personal wallets as well as use the EDG Tokens as described in these T&S.

5. FORMATION OF THE BANK-ROLL AND THE USE OF THE EDG TOKENS

24. Edgeless Casino bank-roll will be formed from the contributions of the Edgeless Company and/or its ultimate beneficiaries. However, the Edgeless Company reserves the right to decide to permit the Users to form the Edgeless Casino bank-roll on terms and conditions offered by the Edgeless Company.
25. In order to encourage the Users to contribute into the Edgeless Casino bank-roll the Edgeless Company retains a right to choose the most plausible reward system, which would be in line with applicable legal regulations and restrictions. For the avoidance of doubt, the reward system will not grant any right to profit, dividends, participation or other right to revenue that could be interpreted as participation in profit sharing scheme.

6. THE EDGELESS CASINO PROJECT DEVELOPMENT

29. The User understands and accepts that on the date of its incorporation the Edgeless Company has ratified and taken over all actions performed in respect with, related to or arising from the Crowdsale, Smart Contract System, Edgeless Casino and Edgeless Casino Project, *inter alia*, the Whitepaper and these T&C, and therefore the Edgeless Company shall take full and exclusive responsibility, liability rights, benefits and interest in relation thereto or arising therefrom. The Edgeless Team has not liability or responsibility related thereto or arising therefrom.
30. The User understands and accepts that there might be more than one Edgeless Company, which could be incorporated in different jurisdictions and assigned different tasks and/or be responsible for different parts of processes related to the Crowdsale and/or the Edgeless Casino Project. The Edgeless Company has the right to engage subcontractors to perform the entire or partial development, execution and management of the Edgeless Casino Project. The scope of the development work will be triggered by the amount of Contributions received during the Contribution Period as set forth in the Whitepaper (Edgeless Casino Roadmap).
31. The User understands and accepts that for the purpose of the development and execution of the Edgeless Casino, the Edgeless Team will receive 50,000,000 EDG Tokens and the Edgeless Company will receive a full amount of ETH transferred to the Smart Contract System during the Contribution Period. This covers expenses, charges and other costs that may arise by the Edgeless Casino/Edgeless Company/Edgeless Team and/or its subcontractors as part of the development and execution of the Edgeless Casino Project. It remains at the Edgeless Team and Edgeless Company's sole discretion to decide how to allocate the funds in order to develop and execute the Edgeless Casino Project.
32. If insufficient ETH is being contributed during the Contribution Period, the Edgeless Company may decide to only partially develop the Edgeless Casino Project, or to abandon the Edgeless Casino Project, which could have the consequence that EDG Tokens become useless and/or valueless.
33. The User understands and accepts that the User may not have any expectation of influence over governance on the Edgeless Casino Project.
34. The User understands and accepts that the Edgeless Casino Project will need to go through substantial development works as part of which they may become subject of significant conceptual, technical and commercial changes before its release.

7. REPRESENTATIONS AND WARRANTIES OF THE USER

35. By transferring ETH to the Smart Contract System and creating the EDG Tokens, the User represents and warrants:

- a. The User has carefully reviewed the content of this document and has understood and agrees with the terms and conditions contained herein;
- b. The User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- c. The User has carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain and fully understands and accepts the functions implemented therein;
- d. User will contribute ETH from a wallet or wallet service provider that technically supports the EDG Tokens. The User understands and accepts, that failure to assure this may have the result that the User will not gain access to his EDG Tokens;
- e. The User is legally permitted to transfer ETH to the Smart Contract System, create and obtain EDG Tokens in the User's jurisdiction;
- f. The User understands that a part of the EDG Tokens are pre-allocated as set forth in Part 13 of these T&C;
- g. The User is not a citizen or resident of the United States of America;
- h. The User is legally permitted to provide Contributions to the Smart Contract System for the development of the Edgeless Casino Project;
- i. The User is of a sufficient age to legally create and obtain the EDG Tokens;
- j. The User will take sole responsibility for any restrictions and risks associated with the creation of the EDG Tokens by the Smart Contract System;
- k. The User is not submitting ETH to the Smart Contract System to obtain the EDG Tokens for the purpose of speculative investment;
- l. The User is not obtaining or using the EDG Tokens for any illegal purposes, including money laundering or terrorist financing;
- m. The User is purchasing the functionality of the EDG Tokens issued by the Smart Contract System primarily to support the development, testing, deployment and operation of the Edgeless Casino Project, being aware of the commercial risks associated with it and secondarily to receive a right to access and play online games available to the Edgeless Casino Platform in the future;
- n. The User waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of the Edgeless Casino Project;
- o. The User understands the creation of the EDG Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction (including the Edgeless Company);
- p. The User understands that the transfer of ETH to the Smart Contract System, the creation of the EDG Tokens and the development of the Edgeless Casino carries significant financial, regulatory and reputational risks as set forth in these T&C;
- q. The User understands and expressly accepts that there is no warranty whatsoever on the EDG Tokens, the Smart Contract System and/or the success of the Edgeless Casino Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and the EDG Tokens are created and obtained at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- r. The User understands that the User has, other than as implemented in the Smart

Contract System in case the Crowdsale is considered to be successfully completed in accordance with these T&C, no right against any other party to request any refund of the ETH submitted to the Smart Contract System for the creation of the EDG Tokens under any circumstance; and that the User understands with regard to the EDG Tokens no market liquidity may be guaranteed and that the value of the EDG Tokens over time may experience extreme volatility or depreciate in full;

- s. The User understands that the transfer of ETH to the Smart Contract System, the creation, allocation, ownership and use of EDG Tokens and the development of the Edgeless Casino Project carries significant financial, regulatory and reputational risks as further set forth in this document;
 - t. The User understands that the elements of the Smart Contract System or any of its part, also multi-signature wallets assigned to the Crowdsale may be vulnerable to the criminal attacks and thefts; in case of any criminal attacks and thefts the Edgeless Casino Company suffered the loss of ETH and / or EDG Tokens, the Edgeless company reserves the right not to continue to Edgeless Casino Project.
 - u. The User understands that the User bears the sole responsibility to determine if the User's contribution to the Smart Contract System for the development of the Edgeless Casino Project, the transfer of ETH to the Smart Contract System, the creation, ownership or use of the EDG Tokens, the potential appreciation or depreciation in the value of the EDG Tokens over time, the sale and purchase of the EDG Tokens and/or any other action or transaction related to the Edgeless Casino Project have tax implications for him; by creating, holding or using the EDG Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors (e.g. contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of the EDG Tokens, including payment of VAT for the purchase of the EDG Tokens (if applicable), or any other action or transaction related to the Edgeless Casino Project;
 - v. The User understands that the Edgeless Company has taken full and exclusive responsibility, liability, rights, benefits and interests from the Edgeless Team, therefore, all demands, claims, concerns and inquiries related to the Crowdsale, the Smart Contract System, the Edgeless Casino, the Edgeless Casino Project or other issues shall be addressed to the Edgeless Company.
 - w. The User understands and accepts that the Edgeless Company may decide to cease, transfer, modify any of the activities and assets of the Edgeless Casino Project for other reasons or risks not mentioned in these T&C.
36. As part of the creation process the User will use own account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to encrypt the User's private key. Following the creation of the EDG Tokens by the Smart Contract System, the EDG Tokens will be transferred to the User's address by the Smart Contract System. The User understands that the User must keep his password and private key safe and that the User may not share them with anybody. The User further understands that if his private key and/or password is lost or stolen, the User will not be able to generate a new password or recover his private key, and if the User also loses his private keys and password, he EDG Tokens associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the User retrieve or reconstruct a lost password and private keys and provide the User with access to any lost EDG Tokens.

8. AUDIT OF THE SMART CONTRACT SYSTEM

37. The Smart Contract System has been, on a reasonable effort basis, audited and approved by legal and technical experts with regard to the conformity of the Smart Contract System's functionality to the content of these T&C. The technical experts have further confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art. The audit was performed by TokenMarket Ltd.

38. The User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the EDG Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH and/or the EDG Tokens.

9. RISKS

39. The User understands and accepts the risks in connection with transferring ETH to the Smart Contract System and creating the EDG Tokens as exemplified set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter:

- a. Risk of software weaknesses: the User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven, why there is no warranty that the process for creating the EDG Tokens will be uninterrupted or error free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or the EDG Tokens.
- b. Regulatory risk: the User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the Edgeless Casino Project, including its termination and the loss of the EDG Tokens for the User.
- c. Risk of abandonment / lack of success: the User understands and accepts that the creation of the EDG Tokens and the development of the Edgeless Casino Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, theft, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the Edgeless Casino Project is partially or fully developed and launched, the User will receive any benefits through the EDG Tokens held by him.
- d. Risk of ETH value: the User understands and accepts that it is possible that the value of ETH will drop significantly in the future, depriving the Edgeless Team of sufficient financial resources to continue to operate and continue to further develop the Edgeless Casino Project.
- e. Risk associated with other applications: the User understands and accepts that the Edgeless Casino Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the EDG Tokens will have no intrinsic value.
- f. Risk of loss of private key: the EDG Tokens can only be accessed by using an Ethereum wallet with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that if his private key file or password respectively got lost or stolen, the obtained EDG Tokens associated with the User's account (address) or password will be unrecoverable and will be permanently lost.
- g. Risk of theft: the User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of the EDG Tokens or ETH, impacting the ability to develop the Edgeless Casino Project.

- h. Risk of Ethereum mining attacks: the User understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of the EDG Token transactions, and expected proper execution and sequencing of contract computations.
- i. Virtual currency exchange risk: the User understands and accepts that the transfer of ETH to the Smart Contract System through virtual currency exchanges will cause loss of their ETH and the Users will not receive the EDG Tokens (i.e. the created EDG Tokens will not be transferred to their personal wallets and they will not have the right to use the EDG Tokens as it is described in these T&C). Transfer of ETH through the virtual currency exchanges do not generate a private key and all created EDG Tokens will be transferred to a particular virtual currency exchange which was used to transfer ETH to the Smart Contract System.

10. TAXATION

- 40. The User bears the sole responsibility to determine if his Contribution into the Smart Contract System for the development of the Edgeless Casino Project, the creation, ownership or use of the EDG Tokens, the potential appreciation or depreciation in the value of the EDG Tokens over time, the sale and purchase of the EDG Tokens and/or any other action or transaction related to the Edgeless Casino Project have tax implications for him.
- 41. By creating, holding or using the EDG Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors, employees, advisors, officers, joint ventures, the Edgeless Casino as a company or founders) liable for any tax liability associated with or arising from the creation, ownership or use of the EDG Tokens, including payment of VAT for the purchase of the EDG Tokens (if applicable), or any other action or transaction related to the Edgeless Casino Project.

11. LIABILITY

- 42. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors, employees, advisors, officers, joint ventures, the Edgeless Casino, the Edgeless Company, the Edgeless Team, or founders or ultimate beneficiaries of the Edgeless Company and/or Edgeless Casino Project liable for any and all damages, loss or injury whatsoever caused by or related to the use of, or the inability to use, the EDG Tokens or the Smart Contract System 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 developers, auditors, contractors, employees, advisors, officers, joint ventures, the Edgeless Company, the Edgeless Team or founders or ultimate beneficiaries of the Edgeless Company and/or the Edgeless Casino Project shall not 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 the inability to use of the Smart Contract System, the Edgeless Casino Project and/or the EDG Tokens.
- 43. The User further specifically acknowledges that developers, auditors, contractors, employees, advisors, officers, joint ventures, Edgeless Company or founders or ultimate beneficiaries of the Edgeless Company and/or the Edgeless Casino Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of the EDG Tokens, and that the risk of creating, holding and using the EDG Tokens rests entirely with the User.
- 44. By creating, holding or using the EDG Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors, employees, advisors, officers, joint ventures, the Edgeless Casino as a company or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership

or use of EDG Tokens or any other action or transaction related to the Edgeless Casino Project.

12. MISCELLANEOUS

45. The User understands and accepts that the network of miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System or the Ethereum foundations could initiate changes in the Ethereum blockchain. Such a scenario could lead to EDG Tokens losing intrinsic value.
46. The User agrees that if any portion of these T&C 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 T&C, which shall continue to be in full force and effect.
47. The T&C govern the creation, ownership and use of the EDG Tokens and supersede any public statements about the launch of the EDG Tokens and/or the Smart Contract System made by anyone in the past, present and future.
48. The Edgeless Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of these T&C at any time during the Contribution Period by posting the amended T&C on the website. Any User will be deemed to have accepted such changes by creating, receiving, holding or using the EDG Tokens.