



DMARKET TOKENS SALE POLICY

Last updated: 18.08.2017

SECTION 1. SALE POLICY STATUS AND ACCEPTANCE

- 1.1. This Sale Policy (hereinafter referred to as the "Policy") sets forth general rules and procedure of DMarket Tokens Sale by the Website Owner and their purchase by Users.
- 1.2. This Policy is inalienable part of DMarket Tokens Sale General Terms & Conditions that the User shall carefully read, understand and irrevocably accept. In terms not regulated by this Policy (including but not limited to intellectual property rights, dispute resolution etc.), the DMarket Tokens Sale General Terms & Conditions shall apply to the relationships that arise hereunder.
- 1.3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in DMarket Tokens Sale General Terms & Conditions.
- 1.4. Each User must carefully read and comply with this Policy.
- 1.5. It is understood and presumed per se that by the fact of the Website use and DMarket Tokens purchase, the respective User fully read, understood and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchase of DMarket Tokens.

SECTION 2. DMARKET TOKENS SALE OFFER AND ACCEPTANCE

- 2.1. DMarket Tokens are available for purchase to eligible purchasers (Users) only during a limited DMarket Tokens Sale period of time that is defined in the Whitepaper and published on the Website.
- 2.2. Website Owner's publication on the Website of an offer to sell DMarket Tokens to a number of Users (potential DMarket Token purchasers) is considered a legally binding offer of the Website Owner to sell DMarket Tokens (hereinafter referred to as the "Offer").

2.3. The Offer shall be available only at the Website. Any other offers concerning DMarket Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Website Owner.

2.4. The number of DMarket Tokens offered for sale by the Website Owner is limited, as well as the number of mentioned tokens to be purchased by one User. Such number of DMarket Tokens to be sold and available for purchase shall be defined in the Whitepaper and published on the Website.

2.5. Legally binding acceptance of the Offer shall be conducted by a User in User's Account (hereinafter referred to as the "Offer Acceptance") by clicking on the respective "Purchase DMarket Tokens" button (or similar) on the Website. From this moment the Offer shall be considered formally accepted by the respective User and the User shall be obliged to pay the price of the respective amount of Tokens as stipulated herein in relevant Section.

2.6. Offer Acceptance shall be deemed irrevocable.

SECTION 3. PRICE AND PAYMENT PROCEDURE

3.1. The price of one DMarket Token is set forth in Bitcoin (BTC) or Ethereum (ETH) only and shall be mentioned in the Whitepaper and published on the Website.

3.2. The payment of DMarket Tokens can be conducted by Users only in Bitcoin (BTC) or Ethereum (ETH).

3.3. We do not accept fiat currency as payment for DMarket Tokens. In order to buy DMarket Tokens with legal tender User shall convert such funds into Bitcoin (BTC) or Ethereum (ETH).

3.4. Technically the payment of DMarket Tokens shall be conducted via Ethereum Smart Contract specified on the Website.

3.5. To purchase DMarket Tokens the User shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the DMarket Tokens the User is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase DMarket Tokens from any cryptocurrency exchanges (Coinbase, Poloniex or others).

3.6. User is not entitled to send any funds to purchase DMarket Tokens until DMarket Tokens Sale has officially begun, except for the cases of DMarket Tokens presale that takes place before the official DMarket Tokens Sale phase and is conducted among only limited number of respective industry leaders. User is not entitled to send any funds to purchase DMarket Tokens upon ending of the respective DMarket Tokens Sale.

3.7. The amount of DMarket Tokens to be provided to a User shall be specified in User's Account on the Website upon completion of DMarket Tokens purchase by the User. The DMarket Tokens shall be sent to the User's personal respective cryptocurrency wallet by the end of DMarket Tokens Sale phase #2 as defined in the Whitepaper and on the Website.

3.8. To the extent allowable pursuant to Applicable Law, the purchase of the DMarket Tokens by the User from the Website Owner is final, and, thus, there are no refunds and/or cancellations.

SECTION 4. OWNERSHIP RIGHTS TRANSFER

4.1. Ownership rights for DMarket Tokens shall be transferred from the Website Owner to the respective purchaser (User) upon completion of payment procedure by the User.

SECTION 5. DMARKET TOKENS PRESALE PROCEEDS STATUS

5.1. The proceeds received by Us from the sale of DMarket Tokens to You shall only be deemed as proceeds received from sale of software services, as DMarket Tokens are eventually designated to provide respective e-gaming marketplace exchange service to the Users.

5.2. You expressly agree that the DMarket Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

SECTION 6. PURCHASER'S REPRESENTATIONS AND WARRANTIES

6.1. By buying DMarket Tokens hereunder the User represents and warrants that his/her funds in no way came from illegal or unethical sources, that the User is not using any proceeds of criminal or illegal activity, and that no transaction involving DMarket Tokens are being used to facilitate any criminal or illegal activity.

6.2. The User is obliged to provide valid proves concerning legality of his/her proceeds used to purchase DMarket Tokens upon Website Owner's request or request of bank institutions or government authorities.

6.3. By accepting this Policy and by buying the DMarket Tokens, the User represents/warrants and accepts that there are certain risks associated with purchase of DMarket Tokens, holding DMarket Tokens, and using DMarket Tokens. By purchasing DMarket Tokens, the User expressly acknowledges and assumes such risks, including, but not limited to: risk of losing access to the DMarket Tokens in his/her possession due to loss of private key(s) or password, as well as any other registration information, risks associated with the DMarket Tokens blockchain, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for cryptocurrencies, etc.

6.4. The User also accepts that the DMarket concept is still in an early development stage and unproven, that is why there is no warranty that the process for creating DMarket Tokens will be uninterrupted or error-free and why there is an inherent risk that the DMarket Blockchain could contain weaknesses, vulnerabilities or bugs causing, inter alia, the

complete loss of DMarket Tokens.

6.5. There is a risk that the use of the DMarket Tokens and relations between the Parties may be governed by any other applicable terms and policies. The User agrees to be solely responsible for any applicable taxes imposed on the DMarket Tokens purchased hereunder.

SECTION 7. PURCHASE LIMITATIONS

7.1. Singaporean citizens, United States citizens and residents are not eligible to purchase DMarket Tokens. The User is only allowed to purchase DMarket Tokens if and by buying DMarket Tokens he/she covenants, represents, and warrants that he/she is neither a Singaporean citizen, U.S. Citizen or permanent resident of the United States, nor does he/she has a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States or Singapore. In order to buy DMarket Tokens and by buying DMarket Tokens, the User covenants, represents, and warrants that none of the owners of the company, of which You are an authorized officer, are Singaporean citizen, U.S. citizen or permanent resident of the United States, nor does he/she have a primary residence or domicile in the Singapore, United States, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States or Singapore. The Website Owner shall reserve the right to refuse selling DMarket Tokens to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the Applicable Law.

SECTION 8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

8.1. The DMarket Tokens are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The User assume all responsibility and risk with respect to buying of any amount of the DMarket Tokens and their use. The User hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the Website Owner does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the DMarket Tokens, regardless of the basis, upon which the liability is claimed and even if the Website Owner has been advised of the possibility of such loss or damage. The User understands and agrees that the Website Owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the DMarket Tokens. The User understands and expressly agrees that the Website Owner shall not guaranty in any way that the DMarket Tokens might be sold or transferred during or after the DMarket Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the User, the limitations will apply to the User only to the extent permitted by the Applicable Law. The User understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the DMarket Tokens. Purchasing of the DMarket Tokens by the User in no way creates any exclusive relationship between the User and the Website Owner, nor any partnership, joint venture, employment or agency.

SECTION 9. CONFIDENTIALITY

9.1. The User acknowledges and agrees that any information or data the User has acquired from or about the DMarket, included, but not limited to, information or data regarding prices, scope of terms and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into (hereinafter - the "Confidential Information"), was received in confidence. The User hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of the DMarket. The Parties also agree to hold each other Confidential Information confidential for a period of three (3) years following the signing of this Agreement. The Parties agree, that unless required by law, they shall not make each other Confidential Information available in any form to any third party or to use each other Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated confidential. The content of this Agreement, as well as the fact that it has been entered into shall also constitute Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name or logo of the other Party without having obtained its consent.

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