

# AUGMENTORS INITIAL COIN OFFERING (ICO) SALE AGREEMENT

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## 1. INTRODUCTION

- 1.1. By purchasing Databits through the Augmentors website or Tokenly Swopbots Platform, the Purchaser expressly agrees to all of the terms and conditions set forth in the accompanying Terms and Conditions of the Augmentors Initial Coin Offering (ICO) ("**the Terms**"), which is incorporated by reference herein, as well as the terms specifically governing the purchasing of Databits as recoded below. All capitalised terms in this Agreement will be given the same effect and meaning as in the Terms.
- 1.2. The Terms together with this Sale Agreement govern the sale of Databits and supersede any public statements about the ICO made by third parties or by K or any of its affiliates.
- 1.3. At any point, if you do not agree to any portion of the Terms or Sale Agreement, you should not proceed to purchase any Databits.
- 1.4. If there is any conflict between the Sale Agreement and the Terms at any time, the provisions of the Terms shall govern.
- 1.5. The Purchaser agrees to purchase from K, such number of Databits as ordered by the Purchaser on the Augmentors website when the Sale Agreement and the Terms are accepted.

## 2. REPRESENTATIONS AND WARRANTIES

By purchasing Databits, the Purchaser:

- 2.1. represents and warrants that the Purchaser is legally permitted to purchase Databits in the Purchaser's jurisdiction and is legally permitted to receive products of South African origin;
- 2.2. represents and warrants that the Purchaser is of a sufficient age to legally purchase Databits or has received permission from a legal guardian who has reviewed and agreed to these Terms and the Sale Agreement;
- 2.3. represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of Databits as set forth in the Terms and this Sale Agreement;
- 2.4. represents and warrants that the Purchaser is not exchanging Bitcoin or any alternative currency for Databits for the purpose of speculative investment;
- 2.5. represents and warrants that the Purchaser is acquiring Databits for the purpose of playing the Augmentors game, which is in the process of being developed; and
- 2.6. represents and warrants that the Purchaser has an understanding of the usage and intricacies of Blockchain-based assets, like Databits and Blockchain-based software systems.

## 3. SALE TERMS

- 3.1. The Purchaser acknowledges and understands that the Databits have no warranty whatsoever, expressed or implied, to the extent permitted by Applicable Law and accordingly that Databits are purchased on an "as is" basis.
- 3.2. The Purchaser also understands that K will not provide any refund of the purchase price for Databits under any circumstance.
- 3.3. The Purchaser further agrees to accept sole and exclusive risk for the purchase of Databits through the Augmentors Realm. The Purchaser recognises that the Augmentors game is currently being developed and may undergo significant changes before release.
- 3.4. In order to reduce the possibility of fraud, phishing attempts and other schemes perpetrated by malicious third parties, the Purchaser agrees not to respond directly to any inquiry regarding its purchase of Databits, including but not limited to email requests purportedly coming from K, its affiliates or the Augmentors Realm. The Purchaser understands that K may send the Purchaser emails from time-to-time, but these email notices will never ask for information or require a response from the Purchaser.
- 3.5. The Purchaser understands, that while K and its affiliates will make reasonable efforts to complete the development of the Augmentors game, there is a possibility that an officially completed version of the Augmentors game may not be released and there may never be an operational Augmentors game.
- 3.6. It may also occur that even if K releases a completed version of the Augmentors game, the game may potentially be abandoned or shut down due to a lack of public interest in games of this nature or the Augmentors game in particular.
- 3.7. The Purchaser also recognises that K does not warrant the period of time for which the Augmentors game will be operational. The Augmentors game may be abandoned by K for a number of reasons, including a lack of interest from the public, a lack of funding or competing games that seek to develop similar products, and competing non-affiliated games built on the same underlying protocol and open source technology.

- 3.8. The Purchaser understands that between the time of purchase of Databits by means of the ICO and the inception of the Augmentors game, Databits will be tradable in the Purchaser's discretion and shall be therefore be a liquid asset class. The Purchaser understands that there is no assurance that, to the extent that the Augmentors game is launched at any time in the future, the Augmentors game will be stable, or that the Augmentors Realm will be without fault or error.
- 3.9. The Purchaser further understands that there are and may arise other, alternative, Blockchain-based or games similar to the Augmentors game, which may be promoted by third parties unaffiliated with K, in respect of which the Augmentors Assets acquired by the Purchaser will have no intrinsic value.