

AUGMENTORS INITIAL COIN OFFERING (ICO) TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The following terms and conditions govern the sale of cryptographic game assets which will be used in an augmented reality game called Augmentors.
- 1.2. Augmentors will be connected to the Blockchain network and through various types of online crypto asset trading platforms, such as Counterparty.
- 1.3. Augmentors Assets may be traded for various types of cryptocurrencies, including Bitcoin.
- 1.4. These terms and conditions regulate the ICO of Augmentors as contemplated in clause 5.
- 1.5. We may amend these terms and conditions from time to time as set out in clause 9 below.

2. DEFINITIONS AND INTERPRETATION

2.1. In these Terms the following words shall have the meanings assigned to them in this clause 2.1, namely:

- 2.1.1. "**Applicable Law(s)**" in relation to a party shall include all and any statutes and subordinate legislation and common law; regulations; ordinances and by-laws; directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and other similar provisions, as promulgated in South Africa or any other jurisdiction, from time to time, compliance with which is mandatory for that party;
- 2.1.2. "**Augmentors Assets**" mean any cryptographic asset used in the Augmentor Realm, which may include, but are not limited to, Databits and Creatures;
- 2.1.3. "**Augmentors Realm**" refers to the online realm through which Augmentors will be operated;
- 2.1.4. "**Augmentors**" means Augmentors, the augmented reality game which is connected to the Blockchain;
- 2.1.5. "**Bitcoin**" or "**BTC**" means the digital currency used to purchase Databits through Counterparty;
- 2.1.6. "**Blockchain Wallet**" also referred to as "digital wallets" and means a software program where Bitcoins and other cryptocurrencies are stored on the Blockchain and facilitate sending and receiving of Bitcoins and other cryptocurrencies and gives ownership of the balance to the appropriate user;
- 2.1.7. "**Blockchain**" means a distributed database that maintains a continuously-growing list of records called blocks in an open ledger, providing a transparent and reliable basis for automated contracting and payments resulting from real-time commercial activity;
- 2.1.8. "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 2.1.9. "**Counterparty**" refers to <https://counterparty.io> and is a platform which embeds data into regular Bitcoin transactions and provides a Platform through which Augmentor Assets, such as Databits, Creatures and Tokens are purchased or sold and Tokens are distributed or sold and "**Counterparty Platform**" shall have a corresponding meaning;
- 2.1.10. "**Counterparty Compatible Wallet**" refers to a type of Blockchain Wallet which is specifically required in order to trade and transact with Augmentor Assets on the Counterparty Platform;
- 2.1.11. "**Creature Bank**" refers to the institution found in the Augmentors Realm which offer the services as contemplated in clause 4 below;
- 2.1.12. "**Creatures**" refers to a specific type of cryptographic game asset which can be found and summoned in the Augmentors Realm and which can be purchased, traded, swapped or upgraded from time to time, as the case may be;
- 2.1.13. "**Databits**" mean the cryptographic game asset and cryptocurrency used in the Augmentors Realm, which will form the subject matter of the ICO and may also be referred to as "Coins" in the context of the ICO;
- 2.1.14. "**ECTA**" means the Electronic Communications and Transactions Act, 25 of 2002;
- 2.1.15. "**FAIS Act**" means the Financial Advisory and Intermediary Services Act 37 of 2002;
- 2.1.16. "**ICO**" is an acronym for "Initial Coin Offering" and refers to the sale of Databits to Purchasers as contemplated in clause 5;
- 2.1.17. "**K**", "**we**", "**us**", "**our**" means K2015416900 Proprietary Limited (Registration No. 2015/416900/07) trading as "Augmentors" a company registered and incorporated in accordance with the laws of the Republic of South Africa, with registered address at 88 Samsuntha Jo Lane, Caledon Estate, Ballito;
- 2.1.18. "**Sale Agreement**" means the agreement concluded between a Purchaser and K when the Purchaser purchases Databits on the Augmentors website;

- 2.1.19. **"Swapbots"** mean automated online trading vending machines through which Creatures may be purchased and Tokens may be traded for, such as, but not limited to, third party platforms such as Tokenly Swapbots;
- 2.1.20. **"Terms"** means these terms and conditions of sale;
- 2.1.21. **"Tokens"** means cryptographic tokens distributed by Counterparty for use in the Augmentor Realm and which may be traded in for a Creature by the Purchaser through the Swapbots trading platform;
- 2.1.22. **"You", "your" and "Purchaser"** refers to any person participating in the ICO by purchasing Databits.

3. IMPORTANT DISCLAIMER

Please be aware of the following specific risks relating to Cryptographic Tokens, Cryptocurrency and Blockchain-Based Software Systems and related Services:

Expert knowledge required

Any purchases of Databits made in terms of the ICO should be undertaken by parties/entities which have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and currencies and Blockchain-based systems and services. General guidelines for usage and storage of Databits will be available to the Purchaser before the Creature Bank platform becomes operational, but Purchasers have the sole responsibility to ensure that they have a functional understanding of storage and transmission mechanisms associated with cryptographic currency and Tokens in order to ensure that they understand the risks associated with the ICO. While K will ensure its reasonable availability to assist Purchasers during, and after the ICO, we will not be responsible for any loss of, or inability to access Bitcoins, Blockchain Wallets, Counterparty Compatible Wallets, Databits or any similar type of online/digital/virtual token or cryptocurrency, which may occur as a result of any type of actions taken by, or omitted or accidentally or incidentally made by the Purchaser. In this regard please take note of clause 10.

Extreme price and value volatility

3.1. Cryptographic tokens and currency which possess value in public markets, such as Bitcoin, have frequently demonstrated extreme fluctuations in price over short periods of time. All Purchasers should expect similar fluctuations in the price of Databits, which will be denominated in Bitcoin or United States dollars (USD) or any other fiat currencies approved in the Purchaser's jurisdiction. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. K cannot and does not guarantee the market liquidity for Augmentor Assets and therefore inform the Purchaser that there may be periods of time in which Augmentor Assets will be difficult to buy, sell or trade. Additionally, due to different regulatory requirements in different jurisdictions and the inability of citizens of certain countries to open online cryptocurrency accounts at online cryptocurrency exchanges located anywhere in the world, the liquidity of Augmentor Assets, in particular Databits, may differ from country to country and this would likely be reflected in significant price discrepancies found between the various online cryptocurrency exchanges. By purchasing Databits, you, as the Purchaser, expressly acknowledge and represent that you fully understand that Databits may experience volatility in pricing and that you accept all the risks relating to such a purchase and the nature of the ICO. Further to this, you specifically acknowledge that you will not seek to hold K or any of its affiliated Parties liable for any losses or any special, incidental, or consequential damages arising from, or which are in any way connected or related to the price and value volatility of Augmentors Assets and Databits in particular.

Disclaimer of general and associated risks

3.2. The purchase of Augmentor Assets, in particular Databits, carries with it a number of risks. Therefore, prior to purchasing Databits, you should carefully consider the risks listed below and, to the extent necessary, obtain independent advice as to the risks associated with the ICO. If any of the risks as contemplated in these Terms are unacceptable to you or if you do not understand the nature and extent of the risks associated with the ICO, you should not purchase Databits. By purchasing Augmentor Assets, in particular Databits, and to the extent permitted by Applicable Law, you are agreeing not to hold K or any of its affiliated persons or entities liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Augmentor Assets, in particular Databits. By purchasing any Augmentors Assets you expressly acknowledge and represent that you have carefully reviewed these Terms and the Sale Agreement and fully understand the risks, costs and benefits of purchasing cryptographic assets in the manner as contemplated in these Terms and the Sale Agreement.

Important notice regarding nature of Augmentors Assets and the Augmentors Realm in general

- 3.3. Neither these Terms nor the Sale Agreement should be regarded as an invitation for further investment and does not construe, relate or pertain in any way or should be regarded to be an offering of securities in any jurisdiction.
- 3.4. The purchasing of and trading in any Augmentors Asset shall not afford any Purchaser with the right to exercise any influence over the governance of K or any aspect of the Augmentors Realm.
- 3.5. Despite the use of the word "Coin" when referring to the Databits sold to Purchasers and traded within the Augmentors Realm, no Augmentors Assets should be regarded as fiat money.
- 3.6. Considering the nature of the Augmentors Assets, and specifically the Databits, as *bona fide* cryptographic assets (rather than securities, financial instruments, foreign currency denominated investment instruments or any other type of Financial Products as defined in the FAIS Act):
 - 3.6.1. neither the Augmentors Realm nor any platform associated with it should be regarded as a securities- or currency exchange;
 - 3.6.2. the ICO should not be regarded as an invitation to the public to acquire securities in K or any other entity; and
 - 3.6.3. unless explicitly determined otherwise, neither K nor any of its affiliates should be regarded as a provider of foreign exchange services, Intermediary Services, Financial Services or Financial Products (as defined in the FAIS Act);
 - 3.6.4. accordingly, K is not regarded or registered as a Financial Services Provider as defined by the FAIS Act.
- 3.7. Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. K, its business practices in general and various aspects of the Augmentors Realm could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of K to continue to develop Augmentors using Blockchain and cryptocurrency technology.
- 3.8. These Terms, our business model in general and all aspects of the Augmentors Realm may be subject to change depending on regulatory and compliance requirements of applicable law from time to time, in which event K shall not be held liable for any loss or damages (whether direct or consequential) caused by such changes. In this regard, and to the fullest extent possible, the Purchaser acknowledges and understands the effect of clause 10, namely that neither K nor any of its affiliates accept any liability for any loss or damages caused by such occurrence.

4. THE CREATURE BANK PLATFORM

- 4.1. The Creature Bank is a platform found in the Augmentor Realm created by K or one of its affiliates, which will manage, control, distribute and regulate the amount of cryptographic game assets such as Databits and Creatures which are available for circulation in the Augmentor Realm. The Creature Bank will allow for the following transactions to occur (which does not comprise an exhaustive list):
 - 4.1.1. Purchasers will be able to trade Databits to the Creature Bank in respect of which the Creature Bank will issue a specific type of Creature in return;
 - 4.1.2. the Creature Bank will also be able to receive Creatures from Purchasers and issue the Purchaser with Databits up to a certain amount of Databits, as determined by the Creature Bank way of a valuation scale (which valuation scale the Creature Bank shall vary from time to time in its sole discretion); and
 - 4.1.3. the Creature Bank will from time to time destroy a percentage of the amount of Databits it has in its possession to limit the amount of Databits which are in circulation in the Augmentor Realm, which will have an effect on the supply and demand of Databits, which may cause the value of Databits to increase as availability decreases.
- 4.2. The Creature Bank and Augmentors Realm will be connected to the Blockchain and will therefore be open to online audits, reviews and compliance checks from the integrated Blockchain community from time to time.
- 4.3. The Creature Bank is still in its conceptual phase and will be subject to further developments, updates and structural changes after the finalisation of the ICO and the completion of the Augmentors Realm.

5. THE ICO

Objective

- 5.1. The value proceeds of the ICO will be used for the further development and advancement of the Augmentors Realm, subject to clause 3.7 and the remaining provisions of these Terms.

Amount of Databits

- 5.2. Only 100,000,000 (one hundred million) Databits will be created for circulation in the Augmentors Realm and will be allocated as follows:
- 5.2.1. 70,000,000 (seventy million) Databits towards the ICO for Purchasers to purchase; and
 - 5.2.2. 30,000,000 (thirty million) Databits to K, or any one of its affiliated platforms, which may be used for any other purpose as determined by K, or any one of its affiliated platforms and which may include but is not limited to the creation of awareness campaigns, promotions and promotion related activities related to Augmentors and development projects in respect of the Augmentors Realm.

Duration of the ICO

- 5.3. The ICO will run for 30 (thirty) days, starting from 30 January 2017 until 28 February 2017 and will be divided into 6 (six) ICO phases.
- 5.4. K reserves the right to change the start date of the ICO as well as the right to extend the sale duration for any reason, including the unavailability of the Augmentors website or other unforeseen security or procedural issues. Although K does not currently anticipate doing so, it also reserves the right to shorten the sale duration for any reason.

Valuation of Databits during the ICO

- 5.5. During the first 5 (five) days of the ICO, 1 (one) Bitcoin will entitle the Purchaser to receive 15,000 (fifteen thousand) Databits, or put differently, the exchange value of 1 BC (one Bitcoin) will be 15,000 DB (fifteen thousand Databits).
- 5.6. After the first 5 (five) days the ICO, the value of Databits will increase against the value of a single Bitcoin and accordingly the ICO exchange rates against Bitcoin and will be valued for the duration of the ICO as follows:

ICO Phase	Databits for Bitcoin Exchange Rate
Day 1 - 5	1 Bitcoin = 15,000 Databits
Day 6 - 10	1 Bitcoin = 14,000 Databits
Day 11 - 15	1 Bitcoin = 13,000 Databits
Day 16 - 20	1 Bitcoin = 12,000 Databits
Day 21 - 25	1 Bitcoin = 11,000 Databits
Day 26 - 30	1 Bitcoin = 10,000 Databits

ICO Portal

- 5.7. The ICO will be conducted by K or one of its affiliates, through the following managed website at www.augmentorsgame.com and via the Tokenly Swopbots platform.

Protection of Augmentors Realm Assets purchased during the ICO

- 5.8. Each Purchaser must store the Augmentor Assets and/or Tokens purchased or received during the ICO in a Counterparty Compatible Wallet, which can be created on platforms such as Counterparty, until such time as it can be used in the Augmentors Realm.

Databits/Tokens Distribution

- 5.9. All Databits/Tokens purchased or received during the ICO will be distributed after the closing date of the ICO, which shall be:
- 5.9.1. 60 (sixty) days following the commencement of the ICO, provided that a threshold equal to the Bitcoin equivalent of US\$ 1,000,000.00 (one million United States Dollars) has been achieved through the ICO; or
 - 5.9.2. when all of the Databits designated for the ICO (as contemplated in clause 5.2.1) have been purchased,
- whereas the purchase price paid for Databits shall be payable by the Purchaser in Bitcoin at the same time that the distribution of Databits to the Purchaser occurs.

Fraudulent attempts to double spend Databits

- 5.10. K and its affiliates will monitor all potential transactions for fraudulent attempts to double spend Bitcoin. Any detected double spend of Bitcoin will result in no Augmentors Assets being sold for the associated Blockchain or Counterparty Compatible Wallets address, as the case may be.

6. INCENTIVE SCHEME DURING THE ICO

- 6.1. For the duration of the ICO a special incentive scheme may be in operation.
- 6.2. To the extent that the incentive scheme is in operation at any time, it will entitle Purchasers to receive a unique Counterparty Token(s), free of charge, when a certain amount of Databits are purchased, of which the thresholds are clearly indicated in the following link on our website: <http://www.augmentorsgame.com/token-sale>.
- 6.3. Tokens received during the ICO, gives the Purchaser access to an exclusive limited edition Creature(s) when traded in through Swapbots.
- 6.4. The Creatures issued to Purchasers during the ICO are designed and created to reward Purchasers as they will only be issued as one time offer during the ICO and are limited and exclusive Augmentor Assets.
- 6.5. K does not warrant that the Creature received through the ICO, swap or trade will deliver on the personal expectations of the Purchaser and all Creatures obtained from such a swap are obtained in accordance with a specific online data algorithm which might be subject to technical difficulties and online discrepancies. This might affect the outcome of the Creature delivered by Swapbots. In this regard, and to the fullest extent possible, the Purchaser acknowledges and understands the effect of clause 10, namely that neither K nor any of its affiliates accept any liability for any loss or damages caused by such occurrence.
- 6.6. Further to clause 6.5, all Tokens issued as a part of the ICO incentive scheme are subject to limited availability and will be subject to the discretion of K and its related affiliates.

7. VALUE OF CRYPTOGRAPHIC GAME ASSETS

All Augmentors Assets including, but not limited to Databits, Creatures and any further items related to the Augmentors Realm, which may be created by K and/or any of its affiliates at any time, will be developed to be tradeable on Bitcoin and other related cryptocurrency and trading platforms operating on the Blockchain.

8. ACCEPTANCE

- 8.1. As a first step in the purchase process, you will be presented with these Terms, the Sale Agreement and associated documents, along with a "I Agree" button. By clicking the button, the Purchaser:
- 8.1.1. agrees to these Terms and the Sale Agreement;
 - 8.1.2. 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;
 - 8.1.3. 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;
 - 8.1.4. 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 these Terms and the Sale Agreement;
 - 8.1.5. represents and warrants that the Purchaser is not exchanging Bitcoin or any alternative currency for Databits for the purpose of speculative investment;
 - 8.1.6. represents and warrants that the Purchaser is acquiring Databits for the playing of the Augmentors game, which is in the process of being developed; and
 - 8.1.7. 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.
- 8.2. All purchases and prospective purchases in terms of this ICO made by you through the Augmentors website, Counterparty or any other website or service provider, together with any services provided by us to you through the Augmentors website, are subject to and regulated by these Terms together with the Augmentors website terms of use and privacy policy available on the Augmentors website from time to time.
- 8.3. Each purchase submitted by you using our or any affiliated party or service provider's website constitutes an offer to purchase Databits.
- 8.4. In the event that you do not agree to these Terms, you should not proceed with placing your order for the purchase of Databits.

- 8.5. Failure to follow the instructions provided on our or any affiliated party or service provider's website may limit, delay, or prevent you from participating in the ICO.
- 8.6. If you are a minor and / or less than 18 (eighteen) years of age, you must obtain the written consent and assistance of an adult who is your legal guardian to accept these Terms and to purchase any Augmentor Assets, in particular Databits, from us.
- 8.7. We reserve the right to refuse to process any order placed by any Purchaser or any potential Purchaser on our Website or any service provider such as Counterparty without notice or reason, and particularly where there is suspicious activity or potentially fraudulent, illicit, illegal or related activities suspected.

9. OUR RIGHT TO VARY THESE TERMS

- 9.1. We may revise these Terms from time to time in the following circumstances:
 - 9.1.1. changes in how we accept payment from you for Augmentor Assets;
 - 9.1.2. changes in how any of the Augmentor Assets are valued;
 - 9.1.3. changes in Applicable Law, if any regulatory authority requires us to make changes to these Terms or any aspects of the Augmentors Realm or our business practices in terms of Applicable Law or if we are otherwise advised by our attorneys to revise these Terms; or
 - 9.1.4. any other changes that may be required from time to time following changes to our business practices and further or required developments to the Augmentor Realm.
- 9.2. Every time you order/ purchase/ trade/sell/distribute any cryptographic game assets, including but not limited to Augmentor Assets, from us or any related third party, the Terms in force at that time will apply to that order/purchase/trade/sale/ which you are busy with.

10. RISK, LOSS OR DAMAGES

- 10.1. You hereby agree that subject to Applicable Law, we will not be liable for:
 - 10.1.1. any interruption, malfunction, downtime, off-line situation or other failure of any cryptocurrency or virtual currency trading platforms or online services provided by any third parties, including any third party's system, databases or any of its components;
 - 10.1.2. regulatory compliances measures, notices or actions imposed in terms of clauses 3.7 or 3.8 or any tax liability as contemplated in clause 26.4 or otherwise incurred by the Purchaser;
 - 10.1.3. any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of any third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on any third party systems or programming defects; and/or
 - 10.1.4. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, relevant local authorities and certification authorities; or any other event over which we have no direct control.
- 10.2. **IN PARTICULAR, PURCHASERS SHOULD TAKE GREAT CARE IN PROTECTING THEIR BLOCKCHAIN WALLET/ COUNTERPARTY COMPATIBLE WALLET PASSWORDS AND USER ACCOUNT DETAILS, WITHOUT WHICH PURCHASERS WILL NOT BE ABLE TO ACCESS THEIR BLOCKCHAIN WALLET/ COUNTERPARTY COMPATIBLE WALLET AND USE OR ENJOY THE AUGMENTOR ASSETS OR TOKENS WHICH THEY HAVE PURCHASED/RECEIVED DURING THE ICO. BY ACCEPTING THESE TERMS, YOU SPECIFICALLY ACKNOWLEDGE THAT YOU UNDERSTAND, ACCEPT AND AGREE THAT K OR ANY OF ITS AFFILIATES OR SERVICE PROVIDERS WILL NOT BE REQUIRED OR ABLE TO GRANT YOU ANY TYPE OF PASSWORD RESET OR BACK ENTRY ACCESS TO YOUR USER ACCOUNT/BLOCKCHAIN WALLET/ COUNTERPARTY COMPATIBLE WALLET AND THAT WITHOUT THE REQUIRED PASSWORDS AND USER ACCOUNT DETAILS YOUR AUGMENTOR ASSETS OR TOKENS WILL BE INACCESSIBLE AND BE RENDERED UNUSABLE. FURTHER TO THIS K WILL NOT BE LIABLE TO REFUND/REPLACE YOU DUE TO THIS FAILURE FROM YOUR SIDE.**
- 10.3. Except for the obligation to pay monies due and owing, as mutual protection for unforeseen events, neither you nor K (including its affiliates, directors, employees, agents, contractors and service providers) will be held liable to the other party for any failure to perform any obligation, if such failure is caused by circumstances beyond the reasonable control of the party failing to fulfil its obligations. This includes lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, acts of government or other competent authorities (including telecommunications and internet service providers).
- 10.4. To the full extent permissible by Applicable Law, you indemnify and hold K (including its affiliates, directors, employees, agents, contractors and service providers) harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind,

(including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Augmentors Realm, or the use of information and/or images available on the Augmentors Realm, whether due to K's (including its affiliates', directors', agents', contractors' and service providers') negligence or not.

11. NON REFUNDABLE PURCHASES

- 11.1. **ALL PURCHASES OF DATABITS ARE FINAL AND THEREFORE NON-REFUNDABLE.**
- 11.2. **PURCHASES OF DATABITS ARE NON-REFUNDABLE ITEMS IN TERMS OF SECTION 42 (2)(F)(i) OF ECTA. BY PURCHASING OR RECEIVING AUGMENTOR ASSETS OR TOKENS, YOU ACKNOWLEDGE THAT NEITHER K NOR ANY OF ITS AFFILIATES, ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR ANY OTHER FORM OF COMPENSATION FOR ANY AUGMENTOR ASSETS THAT ARE NOT USED OR NOT SUITABLE FOR ITS INTENDED PURPOSE.**

12. NOTIFICATION OF SPECIAL PURPOSE

Unless otherwise provided in law, should you proceed to purchase any Augmentor Assets and the product fails to be suitable for the special or particular purpose as intended by you and which do not relate to the terms and conditions of the Augmentor Realm, we will not be liable to you (including but not limited to accepting the return of, or refunding you the purchase price of the underlying Augmentor Asset).

13. OWNERSHIP AND RISK

Risk in and ownership of the Augmentor Assets and Tokens will pass to you on clicking the accept box at the end of these Terms.

14. TRANSMISSION AND ACCURACY OF INFORMATION

- 14.1. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt.
- 14.2. Security measures have been implemented to ensure the safety and integrity of any of the services related to the ICO. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.
- 14.3. We give no guarantee of any kind concerning the content of this ICO. We do not give any warranty (express or implied) or make any representation that K or any of its affiliates' services will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.

15. DEEMED RULES FOR SENDING AND RECEIVING ELECTRONIC MESSAGES

- 15.1. You hereby acknowledge that we will primarily use email and electronic notices as K's main communication tool for all communications relating to any services, or these Terms.
- 15.2. You hereby agree that the provisions of Part 2 of Chapter III of ECTA are hereby excluded and that the following terms will apply when you (or any one acting on your behalf) and K (including its affiliates) send each other electronic messages via any electronic means, including via website notifications or email.
- 15.3. Where you make any offer to us, such as to purchase Augmentors Assets, an agreement is formed at the time that we send you a written acceptance of your offer, or notify you of such acceptance via the Augmentors website platform. An automated or manual acknowledgement of receipt of your electronic message shall not be deemed to constitute acceptance.
- 15.4. All electronic messages will be deemed to have been sent from, and received at your specified email address or mobile phone / device and K's address as specified on the Augmentors website.
- 15.5. An electronic message is deemed to have been sent:
- 15.5.1. by you, at the time at which we are capable of accessing such message;
- 15.5.2. by us, at the time shown on the electronic message as having been sent or, if not so shown, at the time shown on our system as having been sent.
- 15.6. An electronic message is deemed to be received:

- 15.6.1. by you, once it becomes capable of being retrieved by you;
- 15.6.2. by us, once we have confirmed receipt thereof or responded thereto, whichever is the earlier.

15.7. An electronic message shall be attributed:

- 15.7.1. to you, if it purports to have originated from you, irrespective of the fact that someone else may have impersonated you or whether the electronic message sent to us resulted from an error or malfunction in the communication system, except if you can timeously satisfy us otherwise before we have acted upon the message;
 - 15.7.2. to us, if it has been sent by a duly authorised representative and such representative acted within the scope of such authority or by an automated system programmed by us and such system operated without error or malfunction.
- 15.8. Unless otherwise provided for in these Terms, confirmation of receipt of your electronic message is required to give legal effect to such electronic message.

16. VIRUSES

- 16.1. We will take reasonable steps to exclude viruses from the Augmentors Realm, but cannot guarantee or warrant that any material available for downloading from the Augmentors Realm will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.
- 16.2. You are responsible for, and we recommend that you take your own precautions and implement sufficient procedures to satisfy your particular safety requirements.

17. THIRD PARTY WEBSITES OR PLATFORMS

We may provide certain hyperlinks to third party websites or apps only as a convenience, and the inclusion of any hyperlinks or any advertisement of any third party on the Augmentors website or other platforms does not imply endorsement by us of their websites or apps, their products, business or security practices or any association with its operators. If you access and use any third party websites, apps, products, services, platforms and/or business, you do that **solely at your own risk**.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. You acknowledge and agree that all right, title and interest in, and to, any intellectual property related to Augmentors or other intellectual property (including but not limited to any copyright, trademark, design, logo, process, practice, or methodology which forms part of, or is displayed or used in the Augmentors Realm including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, page headers and software) in respect of K, the Augmentors Realm, website or in any manner related to Augmentors is proprietary to K or the respective owner(s)' property and will remain our or the owner's property at all times.
- 18.2. You therefore agree that you will not at any time or under any circumstances acquire any rights of any nature in respect of such intellectual property by using the Services.

19. WARRANTIES AND REPRESENTATIONS

- 19.1. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of the any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Augmentors Realm. You use all of these services including but not limited to services, online cryptocurrency services, assets or platforms at your own risk.
- 19.2. You warrant to and in favour of us that:
 - 19.2.1. you have the legal capacity to agree to and be bound by these Terms;
 - 19.2.2. you are 18 years or older; and
 - 19.2.3. these Terms constitute a contract valid and binding on you and enforceable against you
- 19.3. Each of the warranties given by you will:
 - 19.3.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in these Terms;
 - 19.3.2. continue and remain in force irrespective of whether your account is active, suspended or cancelled; and
 - 19.3.3. be deemed to be material.

20. GOVERNING LAW

- 20.1. These Terms and any matter arising from these Terms, shall be governed by and interpreted in accordance with the substantive laws of South Africa.
- 20.2. For the purpose of all or any proceedings arising from these Terms, you consent to the jurisdiction of any other competent court in the Republic of South Africa.
- 20.3. Notwithstanding the above consent, you agree to first explore all avenues of alternative dispute resolution procedures to which we may agree, such as mediation and/or arbitration.
- 20.4. We shall however not be obliged to follow any alternative dispute resolution process, should we not wish to do so.

21. WAIVER

Failure or neglect by us to enforce any of these Terms, will not be construed as a waiver of our rights, nor will such failure or neglect in any way affect the validity of the whole or any part of these Terms, nor prejudice our rights to take subsequent action.

22. ENQUIRIES

Any questions or concerns arising from these Terms or use of the Services should be addressed to info@augmentorsgame.com

23. NOTICES

For all purposes of these Terms, any notice required to be in writing shall include email.

24. WHOLE AGREEMENT

These Terms, as may be amended from time to time, constitute the whole agreement between yourself and us relating to the ICO.

25. NO THIRD PARTY STIPULATION

These Terms create a legally binding agreement between yourself and us only. Accordingly, unless expressly stated to be the case, these Terms do not create rights in favour of any third party.

26. LIMITATION OF LIABILITY AND INDEMNITY

- 26.1. Subject to any Applicable Laws, you agree that we will not be liable for any costs, claims, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss (such as loss of profits, business, goodwill, revenue or anticipated savings) or damage of any kind), penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that you or any third party might suffer that relate to or arise from these Terms or your purchase and use of any Augmentors Asset through the Augmentors Realm, or termination of these Terms, for any reason, whether or not anyone anticipated or should have anticipated that the damages would occur.
- 26.2. Subject to any Applicable Laws, you shall not have any claim of any nature whatsoever against us for any failure by us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed as contemplated in clauses 3.7 or 3.8, any delay in securing any permit, consent or approval required by us, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.
- 26.3. Subject to any Applicable Laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to or arises from these Terms or your purchase of Augmentors Assets and interaction with the Augmentors Realm.
- 26.4. The Purchaser also acknowledges and understands that neither K nor any of its affiliates makes any representations concerning the tax implications of the sale of Databits or the possession or use of Databits. The Purchaser bears the sole responsibility to determine if the purchase of Databits with Bitcoin or any other cryptographic token, or the potential appreciation or depreciation in the value of Databits over time, has tax implications for Purchasers in their home jurisdiction. By purchasing Databits, and to the extent permitted by law, the Purchaser agrees not to hold K or any of its affiliates liable for any tax liability associated with or arising from the purchase of Databits.

27. MISCELLANEOUS TERMS

- 27.1. In the event that any part of these Terms are found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these Terms.
- 27.2. The provisions hereof shall prevail over any terms and conditions which you may purport to impose or apply and which are contrary to the terms hereof.

28. DISCLOSURE IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATION AND TRANSACTIONS ACT 25 OF 2002

- 28.1. **Site owner:** K2015416900 Proprietary Limited;
- 28.2. **Legal status:** K is a private company, duly incorporated in terms of the Applicable Laws of South Africa;
- 28.3. **Registration No:** 2015/416900/07;
- 28.4. **Director(s):** Michael Joubert, Kyle Haffenden, Paul Barns, Vinny Lingham, Gil Oved;
- 28.5. **Description of main business:** developing, owning and operating "Augmentors", an augmented reality game which is connected to the Blockchain;
- 28.6. **E-mail address:** info@augmentorsgame.com;
- 28.7. **Website addresses:** www.augmentorsgame.com; and
- 28.8. **Registered Address:** 88 Samsuntha Jo Lane, Caledon Estate, Ballito.