

Terms of Service

Last change date: 8/31/17

SAAVcoin Token Purchase Agreement

By purchasing SAAVcoins Tokens developed by SAAV Games., a DBA organized under the laws of the State of California with its principal place of business at 5 Coluso, Rancho Santa Margarita, CA 92688, USA (the "Company") the Purchaser expressly agrees to all of the terms and conditions set forth in the accompanying Software User Agreement and Terms of Tokens Use ("Terms of Use") which is incorporated by reference as if fully set forth herein and marked as Exhibit A, as well as this SAAVcoin Token Purchase Agreement.

I. Token Sale Terms and Conditions

The following Terms and Conditions govern the sale of the cryptographic token – SAAVcoin– that is necessary to use as in game currency for the game "Agame" (GAME).

1. Representations and Warranties.

By purchasing SAAVcoin Tokens, the Purchaser:

- represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens and block chain-based software systems;
- represents and warrants that the Purchaser is legally permitted to purchase SAAVcoin Tokens in the Purchaser's jurisdiction;
- represents and warrants that the Purchaser is of a sufficient age to purchase SAAVcoin Tokens legally or has received permission from a legal guardian who has reviewed and agreed to these terms and conditions;
- represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of SAAVcoin Tokens as set forth in paragraph 2 below;
- represents and warrants that the Purchaser is not purchasing for the purpose of speculative investment; and
- represents and warrants that the Purchaser is acquiring SAAVcoin Tokens for usage in the SAAV Games software known as "Agame" (GAME) for use within the game.

2. Acknowledgement and Assumption of Risks

- Purchaser understands that there is no warranty whatsoever on SAAVcoin Tokens, express or implied, to the extent permitted by law, and that SAAVcoin Tokens are purchased on an "as is" basis. Purchaser also understands that the Company will not provide any refund of the purchase price for SAAVcoin Tokens under any circumstance.

- Purchaser further agrees to accept sole risk for the purchase of SAAVcoin Tokens. The Purchaser recognizes that the GAME is currently being developed and may undergo significant changes before its final release.
- Purchaser understands that while the Company will make reasonable efforts to continue developing features of the GAME software, it is possible that there may never be sufficient interest to continue development and support into the future and the GAME could be shut down.
- The Company intends to use the proceeds from selling SAAVcoin Tokens to fund the maintenance and development of the GAME. The proceeds of the sale of SAAVcoin Tokens will be denominated in Ether or BitCoin and converted into fiat currency. The value of Ether or BitCoin may fluctuate unfavorably so that the Company may have less funds for that development.
- Purchaser recognizes that SAAVcoin Tokens may experience extreme volatility in pricing and periods of extreme difficulty with respect to third party transfers beyond the Company's control.
- Following the purchase of SAAVcoin Tokens, Purchaser understands that if the purchase wallet, any wallet backup files, or purchase password is lost or stolen, the purchased SAAVcoin Tokens associated with the purchase wallet or purchase password will be unrecoverable and will be permanently lost. Furthermore, Purchaser understands that there is no SAAVcoin Tokens controlled password recovery mechanism for lost passwords, so the Company will not be able to help Purchaser retrieve or reconstruct a lost password and provide the Purchaser with access to any purchased SAAVcoin Tokens.
- Purchaser understands that the Company does not guarantee the continued or eventual availability of the GAME, and that SAAVcoin Tokens may become unusable for any purpose desired by the Purchaser at the time of purchase.
- Purchaser understands that the GAME software developed may give rise to other, alternative, networks, products, or services, promoted by unaffiliated third parties, under which Purchaser's SAAVcoin Tokens will have no value.
- Ownership of SAAVcoin Tokens carries no rights, express or implied, other than the right to use SAAVcoin Tokens as a means to enable usage of and interactions with the GAME, if successfully completed and deployed. In particular, Purchaser understands and accepts that SAAVcoin Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the GAME and the Company, other than access to the GAME, subject to limitations and conditions in the Terms of Use. SAAVcoin Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument. Furthermore, SAAVcoin Tokens are not intended to be marketed, offered for sale, purchased, sold or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.
- The purchase price that you pay for SAAVcoin Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of SAAVcoin Tokens, including, for example, sales, use, value

added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of SAAVcoin Tokens.

- The Purchaser understands that the regulatory status of cryptographic tokens and distributed ledger technology is neither settled nor clear in many jurisdictions. There can be no assurance that laws and regulations will not be promulgated in various jurisdictions that might adversely impact the network and the SAAVcoin Tokens. An example of adverse regulation could be a determination that SAAVcoin Tokens are financial instruments that require registration.
- Operations of the network and the SAAVcoin Tokens are subject to attacks by hackers or miners in the course of validating transactions on the Ethereum blockchain. Because the network is based on open-source software, there is a risk that a third party may introduce a weakness to the core infrastructure of the network.
- Purchaser understands that the tax characterization of cryptographic tokens is uncertain.

3. Limitations on Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE PURCHASER WILL NOT HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, ATTORNEYS, ACCOUNTANTS, FINANCIAL ADVISORS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (THE "COMPANY PARTIES") LIABLE FOR ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, SAAVcoin Tokens OR THE BASE PLATFORM UNDER ANY CAUSE OF 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 NONE OF THE COMPANY PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE OR PURCHASE SAAVcoin Tokens.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT COMPANY PARTIES ARE NOT LIABLE, AND THE PURCHASER AGREES NOT TO SEEK TO HOLD ANY OF THE COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF SAAVcoin Tokens AND ANY THIRD PARTY INTERMEDIARY USED IN FACILITATING THE SAAVcoin Tokens SALE, AND THAT THE RISK OF PURCHASING AND USING SAAVcoin Tokens RESTS ENTIRELY WITH THE PURCHASER.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE COMPANY PARTIES BE LIABLE TO ANY PURCHASER OF SAAVcoin Tokens FOR THE PURCHASE OF SAAVcoin Tokens.

The Terms of Use and the SAAVcoin Token Purchase Agreement govern the sale of SAAVcoin Tokens and supersede any public statements about the SAAVcoin Tokens Sale made by third parties or by the Company or individuals associated with any Company Parties, past, present and future.

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of the SAAVcoin Token Product Purchase Agreement, at any time, promptly upon posting the amended agreement on its website. Any Purchaser will be deemed to have accepted such changes by purchasing SAAVcoin Tokens.

If at any point you do not agree to any portion of the then-current version of the SAAVcoinToken Purchase Agreement, you should not purchase SAAVcoin Token.

If a court or other tribunal determines that there is a conflict between the SAAVcoin Token Product Purchase Agreement and Terms of Use, the provisions of the Terms of Use shall govern.

4. Price and Specifications

The equal, individually-assigned purchase cap for each purchaser in the SAAVcoin token sale will be calculated when we know the total number of people that have registered. The price of the SAAVcoin token will be USD \$.01 payable in either Bitcoin or Ether. For the first 24 hours of the token sale, the individual purchase cap will be fixed such that the total \$7.5M hard cap is equally divided among all registrants:

Individual cap for first 24 hours = $\$7,500,000 / \# \text{ registered}$

If 100% of the N registrants purchase 100% of the individual cap during the first 24 hours, the SAAVcoin token sale will end there. The more likely scenario is that some registrants will forget to purchase or will only purchase a fraction of the full individual allocation. Any SAAVcoin that have not been sold within the first 24 hours will then become available (at the same price) to registrants via a 2x increase to the individual cap for the next 72 hours. Should any SAAVcoin still be available, there will be a 5x increase to the individual cap for the next 96 hours. Should any SAAVcoin still be available, there will be a 7x increase to the individual cap for the next 96 hours. Finally all caps will be removed for the remainder of the ICO should any be left at this point. The ICO sale will run from October 9, 2017 to October 25, 2017. The maximum number of SAAVcoin Tokens available for purchase will be 750,000,000.

The Company reserves the right to change the date of the ICO period.

5. Purchase Procedure

To purchase SAAVcoin Tokens during the ICO, you must have certain token wallets established and operational. Specifically, you must have: (i) either an Ethereum wallet if you wish to purchase SAAVcoin Tokens using Ether or a Bitcoin wallet if you wish to purchase SAAVcoin Tokens using Bitcoin, and (ii) an Ethereum wallet that supports the ERC20 token standard in order to receive SAAVcoin Tokens that you purchase from the Company. Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

Company will make available a web application to facilitate your purchase and receipt of SAAVcoin Tokens. You will need to provide an Ethereum ERC20 compatible wallet address for the delivery of SAAVcoin Tokens you purchase. Company may also request certain optional information, such as an email address, through the web interface.

The web application will then send you a unique deposit address for Bitcoin (if you provided a Bitcoin address) or Ether (if you provided an Ethereum address). Once the unique deposit address has received Bitcoin or Ether from you, Company will authorize the delivery of SAAVcoin Tokens to the Ethereum ERC20 wallet address that you provided to Company for delivery.)

During the ICO period Purchasers can verify their balances of reserved SAAVcoin Tokens on the Company's website. There will not be any transfers to Purchaser wallets until after the ICO.

The Company anticipates the delivery of SAAVcoin Tokens to purchasers will occur within one week after the ICO concludes but reserves the right to delay delivery up to four weeks after the conclusion of the ICO. Although the Company does not anticipate any security issues arising from the sale of SAAVcoin Tokens, this four week timeframe is intended as a precautionary buffer period for Company to resolve any security issues.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the federal and state laws of the State of California, USA, without reference to principles of conflict of laws.

Exhibit A

Software User Agreement and Terms of Tokens Use

This defines terms of use of SAAVcoin smart contract and tokens on the decentralized distributed Ethereum blockchain.

1. Nature and Use of Smart Contract and Tokens.

SAAVcoin smart contract (hereinafter 'smart contract' or 'software') is a software deployed and working on the decentralized distributed Ethereum blockchain (hereinafter 'Network') at the address [TBA].

This software was initially developed and deployed by SAAV Games (the "Company").

SAAVcoin Tokens (hereinafter 'tokens') are part of the software and ensure its interaction with the Network.

By using the smart contract, including its tokens, you expressly acknowledge and represent that you (hereinafter 'User' or 'you') carefully have reviewed and accepted this agreement between you as a User and the Company.

This agreement is deemed to be concluded in the Republic of Singapore between you and the Company on the date and time you start using the Software.

2. Disclaimer and Limitation of Liability

THE SOFTWARE, INCLUDING TOKENS IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR TOKENS.

3. Purpose of the Smart Contract and Tokens

The tokens are to be used in the SAAV Games ecosystem to purchase features and virtual items "in game".

Tokens provide software interaction with the Network by exchanging on Network tokens (also known as "Ether" or "ETH") and with the API by exchanging on transactions.

The Company does not operate or maintain the Network or API, and as such, it has no responsibility or liability for the Network and the API or any ability to control third parties' use of the Network or API. The Company does not guaranty or ensure either exchange of tokens on the Network or use with the API.

Tokens are not intended to be a currency, digital currency, security, commodity or any other kind of financial instrument. Using software, including tokens, is not intended to

produce any financial income. Tokens should not be exchanged or sold for money or for any kind of financial instruments or tangible goods.

4. Description of the Software

The GAME is proprietary software that is owned and developed exclusively by SAAV Games.

The maximum number of tokens implemented in the software is 1,000,000,000. The software does not permit change to the number of implemented tokens after the smart contract is deployed on the Network.

5. Token Exchange

The company provides exchange of tokens for virtual goods and services within the GAME and for ETH using smart contract and other software developed by the Company. The Company does not guarantee the availability of such an exchange at any time, nor does it guarantee the exchange of offers of Ether for tokens. Exchanges are provided by the Company on an "as is" basis. The Company will not provide any refund of the exchanges under any circumstance.

6. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the IACC Arbitration Rule (See <https://github.com/Cryptonomica/arbitration-rules>) in the version in effect at the time of the filing of any claim.

Unless the parties agree otherwise in writing:

- the language to be used in the arbitral proceeding shall be English; and
- the arbitral tribunal shall decide ex aequo et bono.

Any dispute arising out of or related to this agreement is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of a group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

7. Force Majeure

The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated herein.

8. Severability

If any term, clause or provision of these Terms of Use is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these terms.

9. Other Provisions

This agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at info@saavgames.com and immediately stop using this software. Do not use the SAAV Games GAME software until you have agreed with and have acknowledged this agreement and terms of use.