

BitDice Casino (CSNO) Initial Contribution Offering: Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of BitDice Casino cryptographic tokens (“CSNO”) to crowdfunding contributors (“Contributors” collectively, and “Contributor” individually).

This document describes the initial offering in which the BitDice Casino token (“CSNO”) is sold. It is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring CSNO.

These Terms, Privacy Policy and any terms and conditions published from time to time on the Website (being <https://ico.bitdice.me>, Crowdfunding Dashboard, all subdomains and all their respective pages) constitute the legal relationship and agreement between you, the Contributor, and BitDice Casino S.L.R, registered in the Republic of Costa Rica with the company number 3-102-696267 in respect of your participation in the Crowdfunding, receiving and holding Tokens, and your use of the Website.

“Affiliate” means in respect of a person (hereinafter - the “First Person”), any other person which directly or indirectly through one or more intermediaries:

- (a) Controls the First Person;
- (b) is Controlled by the First Person; or currently
- (c) is under common Control with the First Person.

“Bitcoin” or “BTC” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“Closing Time” means 00:00 UTC on September 15, 2017.

“Commencement Time” means 00:00 UTC on August 15, 2017.

“Control” or “to Control” means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

“Crowdfund” or “Crowdfunding” means the crowdfunding process contemplated by the Prospectus by which BitDice Casino will receive Contributions for the development of its gambling platform and corresponding compliance.

“Contributor” means you, the legal or natural person participating in the Crowdfunding.

“Contribution” means funds which Contributors send to BitDice Casino in exchange for BitDice Casino’s Tokens.

“Force Majeure Event” means any event or circumstance which: (1) is not within the reasonable control of BitDice Casino or any of their subcontractors; (2) directly or indirectly and alone or when taken together with any other such events, causes BitDice Casino to fail to deliver BitDice platform or any aspect of BitDice platform; and (3) is not reasonably able to be prevented by BitDice Casino taking reasonable precautions and cannot reasonably be circumvented by BitDice Casino.

“Loss” means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel’s or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

“Operator” means any operator of BitDice Casino, engaged in the development of BitDice Casino or CSNO, or providing any other services requested by BitDice Casino.

“Payout” means the distributable profits of BitDice Casino attributable to the holders of Tokens.

“BitDice Casino” or “BitDice” means BitDice Casino S.L.R. established under the laws of the Republic of Costa Rica and includes an Operator engaged by BitDice Casino where the context allows.

“BitDice Casino” means the platform described in the Prospectus and to be developed and deployed by BitDice Casino with the assistance of one or more Operators engaged by BitDice Casino for that purpose.

“BitDice Casino Crowdfunding Dashboard” or “Crowdfunding Dashboard” means the Crowdfunding web interface at ico.bitdice.me.

“BitDice Casino Token”, “BitDice Casino Blockchain Token”, “CSNO” or “Token” means the ERC223 standard Ethereum token used in the BitDice Casino Crowdfund, it represents the proof of participation in the ICO and the opportunity to receive a part of company's distributable profits, as described in the Prospectus. CSNO Tokens in aggregate shall carry the right to receive 70% of company's distributable profits. All the Token holders are eligible for obtaining Payouts according to their stakes.

“BitDice Casino Party” means BitDice Casino, any Operator, any of their Affiliates and any Operator or their Affiliates.

“Prospectus” means the document describing the BitDice Casino project available on the Website at https://ico.bitdice.me/prospectus_en.pdf.

“Reserved Proportions” means the proportions of the total number of Tokens provided as a result of Crowdfunding, such proportions being the 30% reserved for BitDice Casino founders team.

“Smart Contract” means the Ethereum smart contract made for BitDice Casino, and is the mechanism of the distribution of Payouts to the Token holders as described in the Prospectus.

“US” or “USA” means the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia.

“UTC” means Coordinated Universal Time.

“Website” means <https://bitdice.me>, the Crowdfunding Dashboard, all subdomains and all their respective pages.

The Crowdfunding is being conducted by BitDice Casino and will take place wholly outside United States of America.

By using the Website and participating in the Crowdfunding you agree to these terms and conditions. BitDice Casino reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Crowdfunding you accept such amendments.

If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Crowdfunding.

1 Website

1.1 BitDice Casino reserves the right, at its sole and absolute discretion and without giving prior notice, to:

(a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

(b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No BitDice Casino Party will be liable for any Loss which may be incurred as a result of such action.

1.2 The Website may contain hyperlinks to websites which are not maintained or controlled by BitDice Casino. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All BitDice Casino Parties disclaim any responsibility and liability for any third-party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

1.3 The inclusion of any hyperlink does not imply endorsement by BitDice Casino of such websites. Under no circumstances shall BitDice Casino be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

2 Crowdfunding

2.1 Contributors will contribute funds to BitDice Casino for the development of BitDice Casino platform, and will receive Tokens in recognition of Contributions.

2.2 From time to time BitDice Casino may hold a poll to elicit the opinion of Token holders. Poll results will be taken into account in decisions made concerning the financial or technical direction or implementation of BitDice Casino. However, the outcome of a poll will not, in any circumstances, be binding on BitDice Casino or enforceable by Token holders, BitDice Casino reserves the right to decide on making any changes to financial or technical direction or implementation in its sole discretion. Only valid Token holders are authorised to participate in a poll.

2.3 Tokens impart no proprietary rights or obligation or contract, express or implied, other than the ability to receive any rewards described in the Prospectus, if BitDice Casino platform is successfully completed and deployed. In particular, Contributors will not have any influence in the development

or governance of BitDice Casino. The sole and exclusive usage rights of these intellectual property rights are held by and assigned to BitDice Casino and its nominees.

2.4 Crowdfunding will be conducted via the Website and will consist of BitDice Casino accepting Contributions and providing Tokens in recognition of such contributions. Contributors may contribute using the cryptocurrencies notified on the Website. Failure to follow the Crowdfunding instructions on the Website may limit, delay, or prevent a Contributor from contributing. Any questions about such instructions should be directed to support@bitdice.me.

2.5 By contributing to BitDice Casino, and to the extent permitted by applicable law, you agree to not hold any BitDice Casino Party liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Crowdfunding.

3 Creation of Tokens

3.1 Tokens will be created after the end of Crowdfunding and provided to Contributors within 7 days.

3.2 There will be 100 000 000 Tokens generated for the purpose of the Crowdfunding.

3.3 The total amount of Tokens released at the end of the Crowdfunding is divided into 3 categories:

3.3.1 68% is provided to Contributors as a recognition of Contribution including a bonus according to the distribution scheme (see Prospectus);

3.3.2 2% is provided as bounties to supporters of BitDice Casino for actions other than Contributions according to the distribution scheme (see Prospectus);

3.3.3 30% is provided to the founders of BitDice Casino.

3.4 The funds raised from the Crowdfunding will be applied towards the marketing and development of BitDice Casino in accordance with the Prospectus.

4 Tender of Tokens by BitDice Casino

BitDice Casino shall have the right but not the obligation to repurchase all or some of the Tokens by way of a publicly announced tender. The holders of Tokens shall have the right but not the obligation to submit an offer into such tender. There shall be no limit to the number of tenders that may be conducted by BitDice Casino.

5 Timing of Crowdfunding

5.1 Crowdfunding will begin at the Commencement Time, continue for a period of 30 days and end at the Closing Time.

5.2 BitDice Casino reserves the right to change the Commencement Time or the Closing Time in its

absolute discretion. Any such changes will be published on the Website.

6 Bonus Tokens

6.1 Bonuses will be available during pre-sale and the first three weeks of the Crowdfunding as follows:

- (a) on pre-sale of the Crowdfunding, 1.20 multiplied by Tokens per contribution;
- (b) on week 1 of the Crowdfunding, 1.15 multiplied by Tokens per contribution;
- (c) on week 2 of the Crowdfunding, 1.10 multiplied by Tokens per contribution;
- (d) on week 3 of the Crowdfunding, 1.05 multiplied by Tokens per contribution;

6.2 BitDice Casino may determine in its absolute discretion that any other bonuses may apply during the Crowdfunding.

7 Obligation to comply with the laws of Contributor's jurisdiction

It is the responsibility of each potential Contributor to determine if the Contributor can legally participate in the Crowdfunding, make contributions to BitDice Casino, and receive and hold Tokens in the Contributor's jurisdiction. BitDice Casino will not be held liable in case of any Contributor's failure to meet this condition.

8 Acceptance of Crowdfunding terms and conditions

8.1 By participating in the Crowdfunding, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Prospectus, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

8.2 By using the Website and participating in the Crowdfunding you represent and warrant that you:

- (a) are legally permitted to participate in the Crowdfunding, make donations to BitDice Casino, or receive and hold Tokens in your jurisdiction;
- (b) are of a sufficient age to legally participate in the Crowdfunding, make contributions to BitDice Casino, or receive and hold Tokens;
- (c) are not participating in the Crowdfunding, making contributions to BitDice Casino, receiving and holding Tokens, or exchanging any cryptocurrency for Tokens for the purpose of speculative investment;
- (d) are not participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens for an illegal purpose;
- (e) have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchain-based software systems.

8.3 Further, by using the Website and participating in the Crowdfunding you acknowledge and agree that:

- (a) you take sole responsibility for any restrictions and risks associated with participating in the Crowdfunding, making donations to BitDice Casino, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;
- (b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any BitDice Casino Party;
- (c) you are participating in the Crowdfunding, making contributions to BitDice Casino, and receiving

and holding Tokens to facilitate the development, testing, deployment and operation of BitDice Casino platform;

(d) the proposed outcomes discussed in the Prospectus may not be achieved;

(e) Tokens may not provide the rewards envisaged;

(f) participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of BitDice Casino;

(g) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;

(h) you will not violate or attempt to violate the security of the Website;

(i) you will not access information or data which you are not authorised to access;

(j) you will promptly provide to BitDice Casino, upon request, any additional information which BitDice Casino may consider necessary in providing services on the Website; and

(k) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content.

8.4 By using the Website and participating in the Crowdfunding you further agree to the following statements:

8.4.1 represent that I am:

(a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the "USA");

(b) NOT a corporation, partnership or other legal entity formed under the laws of the USA;

(c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;

(d) NOT a trust of which any trustee is described in (a), (b) or (c) above;

(e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;

(f) NOT a member of any branch of the military of the USA; and

(g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

8.4.2 My decision to subscribe for BitDice Casino Tokens was:

(a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within the USA;

(b) NOT made inside the USA; and

(c) NOT communicated to BitDice Casino from a source within the USA.

8.4.3 My purchase of BitDice Casino Tokens is:

(a) made for my own account as principal;

(b) NOT made in anticipation of a further distribution of the BitDice Casino Tokens to others; and

(c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the BitDice Casino Tokens in the USA.

9 Token purchase

9.1 BitDice Casino Crowdfunding Dashboard will provide you with a unique intermediary address for Contributions made in cryptocurrency, so you can confirm that your payment made using any cryptocurrency has been received.

9.2 BitDice Casino Crowdfunding Dashboard will provide you with a unique order identification combination which will serve as a reference ID for all the requests regarding created purchase requests for Contributions.

9.3 Contributor will be able to check the status updates of his Contributions at his Crowdfunding Dashboard account.

9.4 Knowledge of the unique intermediary address or unique order identification combination does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of a Token. All complaints will be processed individually.

10 Crowdfunding on the Website and authorized exchanges only

10.1 BitDice Casino will only Crowdfund via the Website and authorized exchanges listed at the Website. To the extent that any third-party website or service, not listed among the authorized exchanges at the Website, takes Contributions to BitDice Casino, provides Tokens during the Crowdfunding, or facilitates Contributions to BitDice Casino or the provision of Tokens in any way during the Crowdfunding, such third-party websites or services are not in any way supported, endorsed or sanctioned by any BitDice Casino Party and have no relationship in any way with BitDice Casino.

10.2 The only official and authorised Crowdfunding website URL operated by BitDice Casino is <https://ico.bitdice.me>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

10.3 The list of officially authorized exchanges which are allowed to distribute the BitDice Casino Token during the Crowdfunding is announced at the Website.

10.3 By participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any BitDice Casino Party) may be held liable for any Loss arising out of, or in any way connected to your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens in any manner other than via the Website of authorized exchanges.

11 Limitations on receiving Tokens

11.1 There will be only 100 000 000 Tokens provided during the Crowdfunding.

11.2 However, all Tokens provided during the Crowdfunding will constitute 70% of the total Tokens generated during the initialisation of BitDice Casino. The remaining 30% of Tokens will be held by the founders’ team.

12 Fraudulent attempts to double spend cryptocurrency

BitDice Casino will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic Tokens during Crowdfunding. Any detected double spend will result in no Tokens being provided to the relevant party.

13 BitDice Casino will not subscribe for Tokens during the Crowdfunding

Except in relation to the Reserved Proportions, BitDice Casino undertakes and warrants that it will not subscribe for Tokens as a result of the Crowdfunding.

14 Warning: Do not participate in this Crowdfunding if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchain-based software systems.

14.1 Only parties having significant experience with, or an understanding of, the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchain-based software systems should participate in the Crowdfunding.

14.2 While BitDice Casino will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchain-based software systems. While BitDice Casino will be available to assist you during and after the Crowdfunding, no BitDice Casino Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any Contributor.

15 Warning: Token price may experience extreme volatility

15.1 Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. BitDice Casino cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in various jurisdictions.

15.2 By participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any BitDice Casino Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens.

16 Warning: Receiving Tokens has a number of risks

16.1 Tokens carry risks.

Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Crowdfunding, making contributions to BitDice

Casino, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any BitDice Casino Party) may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens or such risk.

16.2 Dissolution of BitDice Casino due to a diminishment in the value of other cryptocurrencies, cryptographic tokens, and blockchain-based software systems.

Contributors are using cryptographic tokens or cryptocurrencies to participate in the Crowdfunding, make contributions, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive BitDice Casino of sufficient resources to continue to operate.

16.3 Regulatory action in one or more jurisdictions.

Cryptocurrencies, cryptographic tokens, and blockchain-based software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. BitDice Casino and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of BitDice Casino to develop its platform.

16.4 Insufficient interest in BitDice Casino and CSNO.

It is possible that BitDice Casino or CSNO will not be used by a large number of individuals and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of BitDice Casino. BitDice Casino will contract with developers to help build BitDice Casino platform. However, BitDice Casino cannot predict the success of these development efforts or the efforts of other third parties.

16.5 BitDice Casino, as developed, will not meet Token holder expectations.

Contributors acknowledge that BitDice Casino is currently under development and may undergo significant changes before release. Contributors acknowledge that any expectations regarding the form and functionality of BitDice Casino held by the Contributor may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of BitDice Casino.

16.6 Theft.

Hackers or other groups or organisations may attempt to steal Tokens.

16.7 Weaknesses or exploitable breakthroughs in the field of cryptography.

Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to BitDice Casino Crowdfunding campaign and potentially result in the theft or loss of Tokens. To the extent possible, BitDice Casino intends to update the protocol underlying BitDice Casino to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

17 Cancellation and refund policy

17.1 By participating in the Crowdfund, you acknowledge that BitDice Casino is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Crowdfund.

17.2 All Contributions to BitDice Casino are final and non-refundable unless the total amount of

Contributions does not reach adequate amount by the end of the Crowdfunding, in which case a full refund of all Donations will be performed by BitDice Casino, where applicable.

17.3 All commissions for refund transactions will be covered by Contributors.

18 Taxation

18.1 BitDice Casino makes no representations concerning the tax implications of participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens.

18.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens in all respects and in any relevant jurisdiction.

18.3 By participating in the Crowdfunding, making contributions, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any BitDice Casino Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens.

19 Privacy

19.1 Except as otherwise provided in these terms and conditions or on the Website, BitDice Casino will not publish any identifying information relating to you without your prior written consent.

19.2 Contributors may be contacted by BitDice Casino regarding the Crowdfunding before, during and after the Crowdfunding.

21.3 BitDice Casino may request additional information from Contributors if such information is required by applicable laws or required to provide any technical support requested by the Contributor.

20 Intellectual property

20.1 Unless otherwise stated, the content and information on the Website are the property of BitDice Casino Parties or other parties. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use. This Website is to be used by the Contributors only. You, the Contributor are granted a limited, non-transferable, revocable license to view and copy the information solely for personal use only, subject to clause 20.2.

20.2 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of BitDice Casino. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach these terms and conditions.

21 US citizens

21.1 Tokens are not offered to US residents or citizens.

21.2 By participating in the Crowdfunding, making contributions, or receiving and holding Tokens you represent and warrant that you are not a US resident or citizen, and all the representations as laid out in clause 8.4 are true and accurate.

22 Cooperation with legal authorities

BitDice Casino will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

23 Jurisdiction of the Crowdfund

The legal entity conducting the Crowdfunding, BitDice Casino, is registered in the Republic of Costa Rica, under the laws of the Republic of Costa Rica.

24 “Know your customer” and “Antimoney laundering”

BitDice Casino reserves the right to conduct “Know your customer” and “Anti-money laundering” checks on Contributors if it becomes required by the applicable laws.

25 Force majeure

No BitDice Casino Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any BitDice Casino Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

26 Complete agreement

26.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Contributor and BitDice Casino and any other BitDice Casino Party in relation to your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens.

26.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Prospectus, this document prevails.

26.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Prospectus conflict with translated copies, the English version prevails.

27 Severability

If any provision of these terms and conditions 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, which shall continue in full force and effect.

28 No waiver

The failure of BitDice Casino to require or enforce strict performance of any provision of these terms and conditions or BitDice Casino's failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of BitDice Casino's right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by BitDice Casino of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by BitDice Casino shall be deemed a modification of these terms and conditions or be legally binding.

29 Disclaimer of warranties

29.1 The Contributor expressly agrees that the Contributor is participating Crowdfunding, making contributions to BitDice Casino, and receiving and holding Tokens at their own risk and that Tokens are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

29.2 Without limiting clause 29.1, BitDice Casino does not warrant that the process for participating in the Crowdfunding, making contributions to BitDice Casino, or receiving and holding Tokens will be uninterrupted or error-free.

30 Exclusion of liability

No BitDice Casino Party will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if BitDice Casino or its representatives, or any BitDice Casino Party are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- (a) your participation in the Crowdfunding, Contributions to BitDice Casino, receiving and holding Tokens;
- (b) any access, the use of, or inability to access or use, the Website;
- (c) your reliance on or use of or inability to use the content and information of the Website or any linked website;
- (d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- (e) the cost of procurement of substitute goods and services resulting from any goods, data,

information or services purchased or obtained or messages received or transactions entered into through or from the Website;

(f) unauthorised access to or alteration of your transmissions or data;

(g) statements or conduct of any third party on the Website; or

(h) any other matter relating to the Website.

30 Indemnity

You will indemnify BitDice Casino Parties, from and against all Loss in any way arising out of your participation in the Crowdfunding, Contributions to BitDice Casino, or receiving and holding Tokens, or your use of the Website.

31 Forward looking statements

31.1 the Website and the Prospectus may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of BitDice Casino to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although BitDice Casino believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

31.2 By participating in the Crowdfunding, making contributions to BitDice Casino, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 31.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any BitDice Casino Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Contributions to BitDice Casino, receiving or holding Tokens or use of the Website.

32 Acknowledgement

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any BitDice Casino Party be liable or responsible for any Loss in any way arising out of your participation in the Crowdfunding, Contributions to BitDice Casino, receiving and holding Tokens, or use of the Website and all BitDice Casino Parties are hereby released by the Contributor from liability for any and all such Loss.

33 Governing law

This document shall be governed by the laws of the Republic of Costa Rica. The courts of Costa Rica shall have exclusive jurisdiction over any and all disputes arising out of this document.