



PLAYLOBBY.

PlayLobby Website Terms and Conditions

1. General

- 1.1 Please read the following terms and conditions (**Terms**) to understand your rights and obligations when accessing our Website, content, and services to buy or sell Tokens (together, the **Services**).
- 1.2 Part of the Services include an electronic software service for the trading of Tokens with other users of that service. You must successfully apply for an account with us, log into your account and then use your account to provide us with instructions through our platform.
- 1.3 By browsing, accessing or using the Services, you agree to be bound by these Terms.
- 1.4 If you do not accept these Terms, you must immediately cease using the Services.
- 1.5 In these Terms, the expressions:
 - (a) **Deposited Tokens** means Tokens which you have transferred into our Wallet Service and as a result of which we hold legal ownership of as your agent;
 - (b) **Fee** means the fees that PlayChip Foundation charges Users in relation to User Accounts, instructions to buy or sell Tokens or to deposit or withdraw Deposited Funds or Tokens into a User Account. Such fees will be published on the Website and updated from time to time;
 - (c) **Partner** means each organisation with whom you may redeem your PlayChips, including but not limited to our gaming partners, providers of goods and services and charities;
 - (d) **PlayChips** means the cryptographic tokens generated by PlayChip Foundation during the token generation event;
 - (e) **PlayChip Foundation, we, us and our** and similar terms are a reference to PlayChip Foundation Limited ACN 626 682 568 and our related entities;
 - (f) **PlayLobby** means the gaming platform operated by the PlayChip Foundation;
 - (g) **Tokens** means the cryptographic software tokens available for purchase or sale via the PlayLobby from time to time;

- (h) **User** means a person who has registered to use the Services and created a User Account;
- (i) **User Account** means a trading account on the Website created in accordance with these Terms in respect of a User;
- (j) **Wallet** means the software functions operating as a cryptographic token wallet which form part of the PlayLobby and the Services.
- (k) **Website** means <https://app.PlayLobby.global/> and any other website that we may operate from time to time.

- 1.6 We reserve the right to amend these Terms from time to time. Amendments will be effective as soon as such changes are notified on the Website. We will endeavour to provide you with notice in advance of changes to these terms via email.
- 1.7 You acknowledge that we may need to vary our Terms immediately if it is necessary to comply with laws or regulations, for security reasons or to protect PlayChip Foundation's legitimate business interests.
- 1.8 Your continued use of the Services following such notification constitutes agreement by you to be bound by these Terms as amended.
- 1.9 Where there is inconsistency between the content on the Website and other content displayed as part of the Services, the content on the Website will prevail.
- 1.10 These Terms constitute the entire agreement between you and us with respect to their subject matter and supersede all prior agreements and understandings between you and us in connection with the Services.

2. Use of the Services and risk warning

- 2.1 The Services we provide are intended for users to utilize in order to:
 - (a) purchase Tokens to be used solely within the PlayChip EcoSystem to access software services offered by our distribution partners only; and
 - (b) where a user no longer wishes to utilize the services offered by our distribution partners, to dispose of Tokens which will no longer be used by appointing us as the user's agent to sell those Tokens.
- 2.2 The Services are not intended to be, and should not be, used for speculation, investment or the purchase of Tokens otherwise than for the use of a service provided by a distribution partner of PlayChip Foundation.
- 2.3 Users should be aware of the following particular risks which may be present when seeking to purchase or sell Tokens:
 - (a) **Volatility Risk.** The price offered for the sale or purchase of any Tokens is not set by PlayChip Foundation and PlayChip Foundation does not guarantee that any particular price will be offered from time to time by any person for the Tokens. The price of Tokens may be impacted by the services (and availability of the services) offered by our distribution partners, the overall

supply of Tokens available, and perceived or actual scarcity or offers for purchase or sale of Tokens made by other users;

- (b) **Liquidity Risk.** PlayChip Foundation will make all efforts to ensure that distribution partners include Tokens in their service offerings but does not guarantee that the Tokens will be accepted by distribution partners or that there will be any offers to buy or sell Tokens on the PlayLobby at any time. Liquidity providers (who may not be Australian residents) may have access to the PlayLobby platform from time to time but only with the express written consent of PlayChip Foundation.
- (c) **Counterparty Risk.** As you have beneficial ownership only of any Deposited Tokens, there is a risk that, in the event that PlayChip Foundation becomes insolvent or the subject of external administration, we may be unable to deliver to users some or all of the value of Tokens or Deposited Funds we hold as your agent.
- (d) **Security and Software Risk.** There is a risk that Deposited Funds, Tokens or information (including personal information) held by PlayChip Foundation within the software operating our Services may be lost in the event that you, or the PlayChip Foundation or any third party holding Tokens on behalf of the PlayChip Foundation suffers a hardware or software failure, unauthorised access or fraud. To the greatest extent permitted at law, you accept this risk and liability for any losses arising from such risk.
- (e) **Regulatory Risk.** There is a risk that regulation and laws in respect of the Services will change or be interpreted differently over time which may lead to PlayChip Foundation being unable to continue to offer the Services or, in an extreme event, be unable to provide you with continued access to your Deposited Funds or Tokens.

3. User registration

- 3.1 You may browse and peruse the Website without registering as a User. However, if you wish to use the available Services, you must register as a User by creating a User Account on the Website.
- 3.2 You may only create a User Account if you:
 - (a) are at least 18 years old;
 - (b) are a resident of Australia or represent a company which is registered in Australia;
 - (c) provide a valid email address and password;
 - (d) upload any documents required for us to verify your identity in compliance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (**AML/CTF Act**) and participate in such processes as we may require to comply with our obligations under the AML/CTF Act;
 - (e) consent to us contacting you about your User Account and profile (including to verify the personal information that you have provided to us in your User Account profile) or the Services;



- (f) warrant that you are creating a User Account for your sole and personal use;
- (g) keep information that you provide via the Website current and up-to-date (including your contact details); and
- (h) are permitted in your jurisdiction to access and use our Services.

3.3 When you register and activate your User Account, you will provide us with personal information such as your name, email address, residential address, telephone number, payment information and other personal information. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

3.4 We retain the absolute discretion to determine who may be a User of the Services and may cease to allow a User to transact through the Website at any time without prior notification.

3.5 You warrant and represent that all information you upload to the Website (including any documents allowing for the verification of your identity) and all other information you have provided to PlayChip Foundation is up-to-date, true and accurate in all respects and is not false or misleading.

3.6 To create a User Account, you must possess the legal right and ability to enter into a legally binding agreement with us and you agree and warrant to use the Website in accordance with the Terms.

3.7 Once you have created a User Account and we have verified any information submitted to us pursuant to clause 3.2 we may activate your User Account.

3.8 We retain absolute discretion at all times to accept, reject or suspend any User account at any time and without prior notification, as well as to accept or reject any instructions issued by a User to the PlayChip Foundation via the PlayLobby for any reason.

4. **Security and Liability**

4.1 Your registration as a User, and any unique identifier, security codes or other credentials (**Credentials**) you are issued by PlayChip Foundation to access the Services, are not transferrable to any other person.

4.2 Users must keep your Credentials secure and confidential and must not allow any other person to use them.

4.3 Users must notify us as soon as practicable after becoming aware that their Credentials have been lost or stolen. However, each User will be liable for the actions of any person using their Credentials prior to PlayChip Foundation having had a reasonable period of time to revoke or cancel their Credentials after they have notified us by email that the Credentials have been lost or stolen.

4.4 Users are liable for all instructions and any transactions occurring on their User Account.

- 4.5 Users are solely liable for any losses incurred by PlayChip Foundation or any other User of the Services arising from a User failing to secure the password to their User Account, including unauthorized access to the User's User Account.
- 4.6 Users each warrant and represent that they will not create more than one User Account, or open an account for or on behalf of any other person. A User may open an account for a company only if the User is duly authorised by the company to open the account on behalf of the company.

5. **PlayChip's authority over Tokens and Deposited Funds**

- 5.1 To the extent necessary to fulfil the functions of the Services, each User authorises PlayChip Foundation (including as agent if necessary) to:
 - (a) Hold Tokens on that User's behalf;
 - (b) Take any steps which PlayChip Foundation believes is prudent to manage the security of the Tokens, including transferring Tokens in which a User has a beneficial interest into (or out of) a Cold Storage device;
 - (c) Accept instructions via our software platform from that User to buy or sell a specified number of Tokens at a specified price nominated by that User;
 - (d) To execute those instructions against any matching instructions placed by another User (including where PlayChip Foundation is acting as that other User's agent); and
 - (e) To settle any matched transaction by transferring any Deposited Funds or Tokens in which a User has a beneficial interest, after deducting any Fee, to the other User with whom the transaction has been matched.
- 5.2 PlayLobby will provide Users with a Wallet address for the purposes of depositing Tokens into the platform. That address may change from time to time for security reasons. Each User agrees to keep the address strictly confidential and to ensure that only the User utilizes the Wallet address for transfers. PlayChip Foundation will

update a User Account to record the Tokens transferred into a Wallet once there have been 10 confirmations of the transfer.

- 5.3 Users acknowledge that the networks by which transfers into Wallets occur are operated by third parties (or decentralised networks) and are outside of the control of PlayChip Foundation, and that PlayChip Foundation accepts no liability for the security of such networks. It is possible that Tokens may be lost due to a failure on such networks or that there may be a substantial delay for a transfer to occur (whether depositing to a Wallet or withdrawing from a Wallet).
- 5.4 PlayChip Foundation is not obliged to accept any Deposited Funds or Tokens to a User Account and may, in its absolute discretion, return any such transfers.
- 5.5 Users acknowledge that once an instructions is provided to PlayChip Foundation it is irrevocable and once the transaction involving the instructions are matched, then the transaction will move to completion unless PlayChip Foundation suspends the transaction.

6. **Warranties and Disclaimers**

- 6.1 In Australia, our Services come with guarantees that cannot be excluded under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**).
- 6.2 Nothing in these Terms excludes, restricts or modifies or purports to exclude or restrict the conditions, warranties and undertakings arising under the Australian Consumer Law. Our liability for death or personal injury arising from our negligence or for any condition, warranty, right or liability implied in these Terms by law cannot be excluded.
- 6.3 The Services are provided to you strictly on an “as is” and “as available” basis. You acknowledge that:
 - (a) your use of the Services is at your own risk and is also subject to the terms and conditions of the websites, products and services of our Partners that you access via our Services;
 - (b) prior to accepting these Terms you have been given a reasonable opportunity to examine and satisfy yourself regarding the Services which are the subject of these Terms; and
 - (c) at no time prior to accepting these Terms have you relied on our skill or judgement and that it would be unreasonable for you to do so.
- 6.4 To the maximum extent permitted by law, all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded, including liability for loss of expectations, loss of profits, loss of Tokens, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition. In particular, we do not warrant:
 - (a) that your access to the Services will be free from interruptions, errors or viruses; or

- (b) the accuracy, adequacy or completeness of information on the Services (nor do we undertake to keep the Services updated).

6.5 To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these Terms:

- (a) your sole remedy will be for us to provide the features or Services that were previously provided; and
- (b) our maximum liability to you is limited to the greater of either
 - (1) the total amount held in the User's Account for the User making a claim, less any amount of commission or fees that may be due and payable to PlayChip Foundation in respect of such User Account; or
 - (2) the value of the transaction(s) that are the subject of the claim, less any amount of commission that may be due and payable to PlayChip Foundation in respect of such transaction(s).

6.6 Each User is responsible for any taxation liabilities arising from holding Tokens, or providing instructions to PlayChip Foundation through the PlayLobby and each User agrees to indemnify PlayChip Foundation and its directors and employees against any tax liability PlayChip Foundation is required to pay in relation to the execution of instructions sent from that User's User Account.

7. **PlayChip Foundation does not hold an Australian Financial Services Licence**

7.1 The PlayChip Foundation does not hold an Australian Financial Services Licence and does not operate as an authorised representative of a licence holder.

7.2 PlayChip Foundation does not offer general or personal financial product advice.

7.3 Nothing on this Website is intended to be or should be taken as financial, legal or taxation advice. Users should seek their own financial, legal, tax and accounting advice as to the likely outcomes for offering to buy, sell or swap Tokens on the PlayLobby.

8. **Limitation of Liability**

8.1 PlayChip Foundation holds Tokens on User's behalf, including legal title to those Tokens. The User remains the beneficial owner of the Tokens which are recorded in the User Account.

8.2 Subject to clause 8.3, PlayChip Foundation will take reasonable steps to ensure the correct number of Tokens is recorded in a User Account and to mitigate the risk of Tokens being misused, misplaced or stolen.

8.3 To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:

- (a) your use of the Services or any linked website, content, products and services (together, the **Linked Services**) (including interference with or damage to your computer or mobile devices arising in connection with any such use);
- (b) the Services being interrupted or unavailable;
- (c) errors or omissions from the Services;
- (d) any failure or lack of any security measures by PlayChip Foundation or any third party including in relation to storage or transfer of Tokens by or on behalf of PlayChip Foundation;
- (e) a failure by a User to properly secure their Credentials;
- (f) viruses, malicious codes or other forms of interference affecting the Services or any Linked Services;
- (g) your use of or reliance on information contained on or accessed through the Services or any Linked Services, which information may be incorrect, incomplete, inadequate or outdated;
- (h) goods or services supplied pursuant to or in any way connected with the Services;
- (i) a failure in a public blockchain to effect a transfer of Tokens into a Wallet provided by PlayLobby;
- (j) unauthorised access to or use of, our servers and/or any information stored on them; or
- (k) any failure or omission on our part to comply with our obligations as set out in these Terms.

8.4 We do not accept responsibility for inaccuracies or errors in any information about, or advertisements in respect of, goods and services, contained in the Services which are supplied by our Partners or through Linked Services. The placement of such advertisements does not constitute a recommendation or endorsement by us of the relevant goods or services and the third party or owner of the Linked Services is solely responsible for any representations made in connection with information in respect of it and its goods and services displayed on the Services.

8.5 To the maximum extent permitted by law, you agree to indemnify PlayChip Foundation against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly arising from your use of the Website, or use of our Services, or from your violation of these Terms. This includes whether any instructions or transactions are entered in error. This indemnity is reduced to the extent that these losses are attributable to a fraud or wilful default by PlayChip Foundation.

9. Specific Warnings

- 9.1 You must ensure that your access to the Services is not illegal or prohibited by laws which apply to you in the jurisdiction in which you are located.
- 9.2 You must take your own precautions to ensure that the process which you employ for accessing the Services does not expose you to the risk of viruses, malicious computer code or other forms of interference emanating from the Services (or any Linked Services) which may damage your own computer system or device.
- 9.3 You agree that you will not rely on any information contained on this Website or the availability of such information and that any decision you make in relation to the Services will be as a result of your own independent assessment of such information and your personal circumstances.

10. Copyright

- 10.1 The content of the Services (including its “look and feel”, text, graphics, images, logos, icons, photographs, editorial content, sound recordings, software and other material) is owned by us or licensed to us by third parties and protected under applicable laws.
- 10.2 Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorised by these Terms or in writing by us, you may not in any form or by any means:
 - (a) copy, adapt, reproduce, store, distribute, print, display, , publish, create derivative works from any part of the Services; or
 - (b) commercialise any information, products or services obtained from any part of the Services.
- 10.3 All rights not expressly granted under these Terms are expressly reserved.

11. Trade Marks

- 11.1 Except where otherwise specified, any word or device to which is attached the TM or [®] symbol is a registered trade mark of ours or of our Partners.
- 11.2 If you use any of our trade marks (whether or not registered) with reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
 - (a) in or combined with the whole or part of your own trade marks;
 - (b) in connection with activities, products or services which are not ours;
 - (c) in a manner which may be confusing, misleading or deceptive;
 - (d) in a manner that disparages us or our information, products or services (including the Services),

without prior express written authorisation from us

12. **Restricted Use**

- 12.1 The Services are provided for your personal, non-commercial use only.
- 12.2 You warrant to us and agree that you are 18 years of age or over and have full legal capacity to use the Services under the laws of Australia and the laws of your jurisdiction in which you reside (if outside Australia).
- 12.3 If we become aware that you are under 18 years old and have used or accessed or are using or accessing the Services, we may terminate or suspend your User Account without notice to you and any PlayChips in your account may be forfeited and we will have no further obligations to you. Once your User Account is cancelled, it cannot be re-activated and we reserve the right to deny you access to the Services.
- 12.4 You are authorised to print or download one copy of any information contained in the Services for your personal, non-commercial use. You may not use the Services, or any of their content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

13. **Links in the Services**

- 13.1 The Services may contain links to Linked Services. Those links are provided for convenience only and may not remain current or be updated by us.
- 13.2 We are not responsible for the content or privacy policies or practices of persons or companies associated with Linked Services. We will not be liable to you or any other person for any loss or cost arising in respect of use or access to Linked Services. When you access any Linked Services you do so entirely at your own risk.
- 13.3 Linked Services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Services, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

14. **Links to the Website**

- 14.1 We do not grant you any intellectual property rights in any thing (including information and content such as market data, sound recordings, literary works and artistic works, whether in a material form or not) on or accessible via the Services (**Materials**).
- 14.2 You must not reproduce the Materials or communicate the Materials to the public (including via any form of linking) without our prior written approval. Any permitted use or disclosure (including reproductions and communications to the public) of any Materials by you are on the basis that:
 - (a) such use and disclosure is at your own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
 - (b) you ensure that all links to Materials are presented or able to be used in a way that makes it clear to a viewer or user of the links or linked materials that the source of the Materials is the Services;

- (c) you ensure that anyone who uses or reproduces your links to the Materials does so on the same terms as a person who accesses the Materials directly from the Services;
- (d) you ensure that anyone who uses or reproduces your links to the Materials is not able to circumvent the limits (including technological restrictions and as to location) applying in respect of the Materials were the Materials to be accessed or sought to be accessed directly from the Services rather than via their links;
- (e) you do not link the Materials in a way that damages or takes advantage of our reputation, including in a way that suggests or implies that you have any association or affiliation with us or approval or endorsement; and
- (f) you otherwise comply with our directions, including any take down or cease or desist directions.

15. **Proper Use**

15.1 You must only use the Services for lawful purposes. You are prohibited from doing any act that we, acting reasonably, consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the Services, including but not limited to any act which would constitute a breach of privacy, using the Services to defame us, our employees or any other person.

15.2 You must not:

- (a) reverse engineer the code contained in the Services or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to our Services any material which we have not authorised including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our security protocols which we follow from time to time;
- (b) damage, disrupt, interfere with or misuse the Services, including by data mining, hacking, data harvesting or scraping or using similar data gathering and extraction tools in respect of the Services;
- (c) launch any automated program or script, including web crawlers, web robots, web indexers, bots, viruses or worms or any program which makes multiple server requests per second or impairs the operation and/or performance of the Services; or
- (d) use any device, software or routine intended to damage or interfere with the proper working of the Services or to intercept or sequester any system, data, images or other multimedia elements from the Services.

16. **Promotions**

From time to time we may make certain offers, or carry out promotions or contests. Additional terms may apply to those offers, promotions or contests and you must agree to those additional terms. In the event of any inconsistency between these Terms and the terms of any

offer, promotion or contest, the terms of the offer, promotion or campaign prevail over these Terms to the extent of any inconsistency.

17. Privacy Policy

We undertake to comply with the terms of our privacy policy which is available on <https://playlobby.global/>.

18. Security of Information

18.1 No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect the information on our Website, we do not warrant and cannot ensure the security of any information which you transmit to us.

18.2 Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

19. Service Access

While we endeavour to ensure the Services are available twenty four (24) hours a day, we are not under any obligation to do so, and will not be liable to you if the Services are unavailable at any time or for any period. Your access to the Services may also be restricted at our discretion to allow for repairs, maintenance or the introduction of new facilities or services.

20. Termination of Access

20.1 Your access to the Services may be terminated at any time by us without notice to you for reasons including that you have breached these terms, attempted to gain unauthorised access to part of the PlayLobby, attempted to circumvent or defeat security features in the PlayLobby, engaged in illegal activities using the Services such as money laundering or terrorism financing, making payments of ransomware or another criminal activity. Following termination we will have no further obligations or liabilities to you. Any exclusions of liability or other provisions contained in these Terms which by their nature survive termination of these Terms will survive any such termination.

20.2 You may terminate your User Account by completing our nominated process for notifying us that you wish to terminate your account.

20.3 If your User Account is terminated for any reason and, after 60 days, PlayChip Foundation is unable to obtain from a User details of where to transfer Deposited Funds or Tokens, then ownership of the Deposited Funds and any Tokens will transfer to PlayChip Foundation.

21. Severability

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any Australian law, such provision or part thereof will to that extent be severed and deemed not to form part of these Terms but the legality, validity and enforceability of all other provisions of these Terms will not be affected.

22. Governing Law



These Terms are governed by the laws in force in the State of New South Wales and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these Terms.

23. **Return to Website**

To return to the Website, click [here](#).