

Brainerz
Terms and Conditions for Brainerz Initial Coin Offering

Brainerz Ltd. (“**Brainerz**” or “**Company**”) provides a knowledge-based gaming platform operating on blockchain technology (the “**Platform**”) and intends to issue digital means of transacting on the Platform (“**Tokens**”). Brainerz intends to distribute Tokens in a time limited offering, the details of which are described at <http://brainerz.io/images/whitepaper-1.0.pdf> (the “**Offering**”). These Terms and Conditions set forth the terms applicable to the Offering. If you participate in the Offering or otherwise accept any Tokens you agree to these Terms and Conditions and the Brainerz Privacy Policy, which may be amended from time to time, a current version of which is available at <http://brainerz.io/privacypolicy.html> (the “**Privacy Policy**”). If you do not agree to these Terms or the Privacy Policy, do not sign up for the Offering and do not accept or use any Tokens.

For clarity, these Terms apply only to participation in the Offering and the receipt of Tokens. Use of the Platform will be subject to separate terms and conditions, to which you must affirmatively agree in order to make use of the Platform.

Registration

In order to be eligible to receive rights to receive Tokens, you must create an account with Brainerz (“**Account**”) and perform a Know Your Client (“**KYC**”) procedure. You agree to: (a) provide accurate, current and complete information when creating or updating an Account; (b) maintain and promptly update your Account information; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer; (d) promptly notify Brainerz if you discover or otherwise suspect any security breaches related to your Account; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

We perform KYC in order to ensure that each user is appropriately verified. This process assists Brainerz in ensuring that it does not do business with money launderers, terrorists or other criminals. In addition, KYC protects the Brainerz project and its supporters from fraud and losses due to illegal transactions. Brainerz reserves the right in its sole discretion to request any additional materials and information that Brainerz in its sole discretion is reasonably necessary in order to ensure that Brainerz is in compliance with any applicable law and industry codes of conduct. Brainerz may also request additional information in the event of any suspicious activity on your account. Brainerz may freeze transactions and may decline to issue Tokens until it has received all information it has requested and is satisfied that your activities comply with all applicable law.

You hereby authorize Brainerz to directly make any inquiries we consider necessary to verify your identity and/or account information, including as necessary or helpful to obtain any information required in order to comply with applicable regulatory requirements, including in respect of “know your client” and “anti money laundering” regulations, and request and obtain any consumer report or similar information relating to you and to take action Brainerz reasonably deems necessary based on the results of such inquiries. Please review our Privacy Policy for more details about how Brainerz collects, use and stores information.

Restricted Jurisdictions

You represent and warrant that you are not a citizen or resident of, or located in, a geographic area that is subject to U.S., P.R.C. or other sovereign country sanctions or embargoes; or an individual, or an individual employed by or associated with an entity, identified on any sanctions list of the United Nations, European Union, any country of the European Union, or the United States, including without limitation the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State’s

Debarred Parties List. You furthermore represent and warrant that you are not a resident of any other jurisdiction where the purchase or receipt of Tokens pursuant to the Offering would be illegal.

Restrictions; Representations and Warranties

You will not use the Tokens or participate in the Offering as a means of financing, engaging in, or otherwise supporting any unlawful activities. You will not open multiple accounts, provide false information, or create fake accounts.

By participating in the Offering or receiving Tokens, you represent and warrant that (a) you understand that the right to receive Tokens confer only the potential future right to use the Platform and confers no other rights of any form with respect to the Platform or the Company or its corporate affiliates, (b) your participation in the Offering and receipt and holding of rights to receive Tokens complies with applicable law and regulation in your jurisdiction, and the law and regulation of any jurisdiction to which you may be subject, (c) you have obtained sufficient information about the Offering and the Tokens to make an informed decision regarding participation in the Offering and the receipt of Tokens, including without limitation regarding: (i) your legal capacity and any other threshold requirements for participating in the Offering and receiving and holding rights to receive Tokens; (ii) any foreign exchange or regulatory restrictions applicable to Tokens; and (iii) any governmental or other consents that may need to be obtained by you with respect to the foregoing. You further represent and warrant that you are acquiring Tokens for your own personal use and not for purposes of investment, speculation, for immediate resale or for any other financial purposes. You represent and warrant that your participation in the Offering and receipt of Tokens require no approval or other action from any governmental authority.

You represent and warrant that you understand that the right to receive Tokens confers no governance rights of any kind with respect to the Platform and, as such, all decisions involving the Platform will be made by the Company at its sole and absolute discretion, including, but not limited to, decisions to discontinue the Platform, to create and sell more Tokens, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the value of Tokens.

Company disclaims all representations and warranties of any kind, including without limitation all implied and statutory warranties, and including without limitation all warranties of merchantability, fitness for a particular purpose or non-infringement. Tokens should be evaluated on the basis that the Company or any third party's assessment of the prospects of the Platform may not prove accurate, and that the Company will not achieve its objective.

Termination, Cancellations and Refund Policy

If you breach any term of these Terms and Conditions, or if Brainerz reasonably suspects that you are participating in the Offering in violation of applicable law or as a means of violating applicable law, or if you abuse your participation in the Offering in any way, Brainerz may terminate your participation in the Offering and your right to receive Tokens with written notice to you and may cease delivery of any Tokens and request the return of any Tokens previously delivered, regardless of whether you have made payment in respect thereof.

All acquisitions of Tokens are final and non-refundable, and Brainerz is not obligated to provide any refund or other compensation in connection with the offering for any reason.

Taxes

You are solely responsible for determining what, if any, taxes apply to your holding of rights to receive Tokens, including, for example, income, use, value added, capital gains and similar taxes. It is also your sole responsibility to report, pay, settle and/or remit the correct taxes to the appropriate tax

authorities in such jurisdiction in which you may be liable to tax. We are not responsible for withholding, collecting, reporting, paying, settling and/or remitting any offerings, use, value added, or similar tax arising from your holding of rights to receive Tokens. We cannot and do not provide tax advice and we recommend that you seek appropriate professional advice in this area if required. You covenant that you shall fully comply with all applicable tax obligations to which you may be subject in any relevant jurisdiction.

Disclaimer of Warranties

Brainerz' plans regarding the offering are provided on a "best-effort" basis. However, given that development of the technology for the Offering may not proceed as expected, and given the possibility of unforeseen events, Brainerz right to adjust any expected timeline in light of business developments. Any information provided by Brainerz concerning the offering are for general information purposes only. Such information may not be completely accurate, and Brainerz disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information provided concerning the Offering or Tokens. No such information is intended to be a recommendation to participate in the Offering.

Brainerz makes no warranties as to the value of any of the Tokens or their liquidity on exchanges (if Tokens shall be listed on exchanges) and expressly notes that there is no reason to believe that Tokens may increase in value or have any monetary value. Brainerz makes no warranties that Tokens will be exchangeable on any exchange or that they shall remain exchangeable on any exchange. To the extent set forth in the Offering, Brainerz reserves the right to issue any number of Tokens in future offerings. Any such future offering may dilute the value of Tokens.

Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Brainerz, nor shall you have any influence or rights in the development or governance of Brainerz our Services. Also, Tokens shall not include any economic or legal rights in Brainerz, such as rights to dividends, profit, voting rights and similar corporate rights.

Brainerz may in its sole discretion decide to change the functionality of Tokens or the Platform in order to satisfy regulatory or legal requirements.

Brainerz does not guarantee the confidentiality or privacy of any communication or information transmitted to Brainerz. Brainerz is not liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to Brainerz in any manner.

Risks Disclosure

You acknowledge and agree that there are significant financial, regulatory, cybersecurity and unforeseeable risk associated with the acquisition, holding, owning and using Tokens and participating in the Offering. Such risks may include legal risks such as security laws and regulation or taxation. Such risks may also include technological risks such as changes to the blockchain technology used by Brainerz or bugs or malfunctions in such technology or any encryption functionality in such technology. Such risks may also include the risk that Brainerz will not succeed in developing or completing development of, the Platform. You expressly acknowledge all such risks and warrant that your acquisition of any Tokens is made with the full understanding of all such risks.

The foregoing list is not intended to present a comprehensive list of all possible risks involved in the acquisition of Tokens. It is your responsibility to make yourself aware of any such risks prior to your acquisition of Tokens and satisfy yourself that you can bear all such risks.

Limitation of Liability

To the fullest extent permitted by applicable law: (i) in no event will the Brainerz be liable for any direct, indirect, special, incidental, consequential, or exemplary loss of any kind arising out of or in any way related to the Offering or the rights to receive Tokens, regardless of the cause of action, whether based in contract, or any other legal or equitable basis; and (ii) in no event will the aggregate liability of Brainerz, whether in contract, tort (including negligence, whether active, passive or imputed), or other legal or equitable basis, arising out of or relating to the Offering or Tokens or the use of or inability to use the rights to receive or use Tokens, exceed any amount that you paid to receive Tokens in this Offering. As such, if you did not make any monetary payment to Brainerz in consideration for your participation in the Offering or receipt of Tokens hereunder, then Brainerz shall have no liability to you in respect thereof.

Tokens are intended to be used in the Platform. However, only partial development of the Platform has been completed, and it is possible that full development of the Platform will not be completed. Development of the Platform will require significant capital funding, expertise of the Company's management, time and effort in order to develop and successfully launch. The Company may have to make changes to the specifications of the Platform or Tokens for any number of legitimate reasons or the Company may be unable to develop the Platform in a way that realizes those specifications or any form of a functioning network. It is possible that the Tokens and/or Platform may not ever be released and there may never be an operational Coin or Platform. The Tokens or Platform, if successfully developed and maintained, may not meet your expectations at the time of receipt. Furthermore, despite good faith efforts to develop and launch the Platform and subsequently to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the Tokens.

No Offer of Securities

Tokens are not securities or any other financial instruments and are not expected to have any value outside of the Platform. Brainerz does not recommend acquisition of Tokens or the right to receive Tokens for speculative and/or investment purposes. Tokens and the rights to receive Tokens do not entitle you to any equity, governance, voting or similar right or entitlement in Brainerz or in any of its affiliated companies.

Neither the Brainerz website nor any website or document connected to the Offering constitutes a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction.

Notwithstanding the foregoing, it is possible that the Offering may comprise an offering of securities in your jurisdiction or may be a regulated or prohibited activity. Brainerz accepts no responsibility or liability to you in these or any other circumstances. You are strongly advised to take independent legal advice in respect of the legality in your jurisdiction of your participation in the Offering and the receipt of right to receive Tokens.

Personal Information and Data Protection

You hereby consent to us transferring your personal data for processing to countries which do not provide the same level of data protection as your own if necessary or helpful for purposes of the Offering.

We will use your information for administration, customer services, crime prevention and detection, anti-money laundering, due diligence and verification of identity purposes. We may not disclose your

information to outside parties, other than for these purposes. We may keep your information for a reasonable period to contact you about the Platform or any other services we provide. You consent to the receipt of such messages.

You hereby consent to us disclosing any of your information which we hold to a governmental or prosecuting authority (including any foreign government or authority) where, in our opinion, our interests or the interests of Brainerz require disclosure.

For more information concerning how Brainerz collects and uses information, please see our privacy policy.

Dispute Resolution, Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Except for any in which either Party seeks interim injunctive or other interim equitable relief for the alleged unlawful use of intellectual property, you and the Company waive your and the Company's respective rights to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings arising from or related to the Offering or these Terms and Condition (a "**Dispute**") resolved in a court. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

Any Dispute arising out of or related to these Terms and Conditions is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or 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.

The enforceability of this clause will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.

Each Party will notify the other Party in writing of any Dispute within thirty days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company. Notice to you shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your participation in the Offering or registration for the Platform. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty days after the date the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this clause, commence an arbitration proceeding as set forth in these Terms and Conditions or, to the extent specifically provided for in this clause, file a claim in court.

The arbitrator(s) will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court,

provided, however, that the arbitrator(s) does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms and Conditions. The arbitrator(s) may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The seat of arbitration will be London, England. All arbitrations will be in English.

Governing Law and Jurisdiction

These Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms and Conditions or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of the State of New York.

Severability

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

Miscellaneous

These Terms and Conditions constitute the entire agreement between you and us relating to your participation in the Offering or your right to receive Tokens. We may make changes to these Terms and Conditions from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Agreement at <http://brainerz.io/images/saleterms.pdf>. The amended Agreement will be effective immediately. We may assign our rights and obligations under these Terms and Conditions without your consent. Our failure to exercise or enforce any right or provision of these Terms and Conditions will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms and Conditions where the delay or failure results from any cause beyond our reasonable control. These Terms and Conditions are intended solely for your benefit and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms and Conditions, may be provided by Company in electronic form to any email address that you have provided to Company.