

# **RUBY PLAY NETWORK WEBSITE TERMS AND CONDITIONS**

Version: 1.5

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**THE AGREEMENT:** The use of this website and services on this website provided by Ruby Play Net Limited (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website [www.rubyplaynet.com](http://www.rubyplaynet.com) (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services"). This agreement may be incorporated by reference.

## **1) DEFINITIONS**

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. Ruby Play Net, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

## **2) ASSENT & ACCEPTANCE**

By using the Website or continuing to use the services offered via the website by companies that include but are not limited to Ruby Play Network Limited, Ruby Play Net Limited, Gaming rewards Group Limited and any other affiliated companies, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement and the Privacy Policy available on the Website.

## **3) LICENSE TO USE WEBSITE**

The Company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services ("Company Materials"). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement.

#### **4) INTELLECTUAL PROPERTY**

You agree that the Website and all Services provided by the Company are the property of the Company and its affiliates, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

#### **5) ACCEPTABLE USE**

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

VIII) To unlawfully gather information about others.

## **6) PRIVACY INFORMATION**

Through Your Use of the Website and Services (for example, contacting us via customer support), You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in accordance with the Ruby Play Net Privacy Policy available on the website.

## **7) ASSUMPTION OF RISK**

The Website and Services are provided for information purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, investment advice, a statement of fitness for a particular purpose, a warranty of merchantability, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that Your purchase of any products based on information from the Website, or the purchase of products via the website, is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

## **8) REVERSE ENGINEERING & SECURITY**

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

## **9) DATA LOSS**

If you have an account or content on the site, the Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

## **10) INDEMNIFICATION**

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

## **11) SPAM POLICY**

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

## **12) THIRD-PARTY LINKS & CONTENT**

The Company may occasionally post links to third party websites such as Venly or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third party services linked to from Our Website. We make no warranties regarding third parties' products and/or services. Third parties that you access via our website may have their own terms and conditions and privacy policies.

## **13) MODIFICATION & VARIATION**

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

b) We encourage you to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. We recommend that you clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

#### **14) ENTIRE AGREEMENT**

This Agreement, in combination with any policies and additional terms that We display on the website or elsewhere incorporated, constitutes the entire understanding between the Parties with respect to any and all use of this Website and the Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

#### **15) SERVICE INTERRUPTIONS**

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

#### **16) TERM, TERMINATION & SUSPENSION**

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

#### **17) NO WARRANTIES**

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or Services will meet Your needs or that the Website or Services will be uninterrupted,

error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

## **18) LIMITATION ON LIABILITY**

The Company is not liable for any damages that may occur to You as a result of Your use of the Website or Services, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of one hundred (\$100) NZ Dollars or the amount You paid to the Company in the last six (6) months. This section applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

## **19) RELIANCE ON INFORMATION POSTED**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **20) WALLET TERMS AND CONDITIONS**

From time to time We may refer You to third parties via our Website in order to provide you a 'Wallet' for you to store digital assets that You may receive from us. If this is done

via a third party refer to our third party links and content section in these terms and conditions.

These Wallets provide functionalities that allow You to store Cryptocurrency and to make Transactions. Transactions must be confirmed and recorded in a blockchain. Once a Transaction has been submitted to the relevant network, the network will automatically record or reject the Transaction and neither We, You nor the third party wallet provider will be able to cancel or otherwise modify the Transaction. After being submitted for recording in the blockchain associated with the concerned Cryptocurrency, a Transaction may be unconfirmed for a period of time. A Transaction is not complete while it is in a pending state.

The blockchain technology being based on a decentralized, peer-to-peer network or database supported by independent third parties, which is not controlled, owned nor operated by the third party wallet provider, the third party wallet provider cannot and does not guarantee that Transactions You initiate shall be confirmed and recorded in the blockchain associated with the concerned Cryptocurrency nor that once stored, they remain on the blockchain. Conflicts between recordings in the blockchain cannot be excluded as a result of which Your Transaction may not or no longer be recorded in the blockchain associated with the concerned Cryptocurrency.

You bear the risk of any transaction not being recorded in the blockchain associated with the concerned Cryptocurrency or for any delay or conflicts in recordings, except in case You prove that such event is attributable to the third party wallet provider's gross negligence. You choose the Cryptocurrencies to which his Transactions relate as long as they are supported by the third party wallet provider and the counterparty for the Transaction. You are exclusively responsible for the Cryptocurrency and the counterparty You choose. You are solely responsible for ensuring all Transaction details are correct, and You must carefully verify all transaction information prior to submitting transaction instructions. To the extent the Transaction is made as counterparty for the delivery of goods or services, the third party wallet provider's services do not cover and the third party wallet provider undertakes no responsibility in relation to the delivery, quality or any other aspects of any such goods or service.

The Services do not imply that the third party wallet provider stores, sends, or receives Cryptocurrencies. Any transfer that occurs in any Cryptocurrencies occurs on the blockchains associated with the concerned Cryptocurrency and not on a network or database owned, controlled or operated by Provider.

You are responsible for loss of blockchain objects (including codes or keys, except those under the third party wallet provider's safeguarding) or Cryptocurrencies. In case of API integration You will make sure that You only shares your API key or codes with

third-party applications You trust and You are responsible for any misuse of such keys or codes.

## **21) DISCLAIMERS**

Disclaimers: RUBY is a utility token, RUBY tokens are not shares or securities and have no approved function outside the Ruby Play Network ecosystem. RPN makes no guarantees about the future or current value of RUBY, and values may change at any time.

The value of RUBY may be highly volatile, as factors such as market dynamics, regulatory action and broader political and economic factors may cause the value or use of your RUBY to change significantly over a short period of time. In addition there may be insufficient liquidity to support an active market in RUBY, or the market in RUBY may be susceptible to market manipulation. RUBY are not insured and could be subject to significant reductions in value at any time. RUBY are not a fiat currency and are not issued, backed, or guaranteed by any government. RPN never makes any guarantee that there will be an active market for you to sell, buy, trade or otherwise use RUBY. The legal treatment of RUBY in your appropriate jurisdiction may vary. It is Recipient's sole responsibility to understand how RUBY will be treated under the laws applicable to you.

RPN does not offer any tax, legal or investment advice of any kind, nor does RPN take responsibility for any tax implications regarding RUBY. It is Recipient's sole responsibility to understand whether the receiving, holding, selling or any other use of their RUBY tokens bears tax implications of any kind. To the extent permitted by law, Recipient agrees not to hold RPN or any of its subsidiaries or affiliates liable for any tax liability associated with or arising from the use or receiving of the RUBY token. You must determine whether your receipt of Ruby has any tax or legal obligations in your applicable jurisdictions.

Notwithstanding anything contained herein to the contrary, the Recipient specifically acknowledges and agrees that trading in RUBY may be prohibited in certain jurisdictions including, UNITED STATES OF AMERICA AND ITS TERRITORIES, CANADA, DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA, CUBA, SYRIA, IRAN, SUDAN, PEOPLE'S REPUBLIC OF CRIMEA, PEOPLE'S REPUBLIC OF CHINA ("Excluded Jurisdictions"). The Recipient undertakes to ensure compliance with all applicable laws which prohibit or restrict the trading of RUBY in any form or manner. RPN explicitly disclaims any representation or warranty or related liability that the RUBY is not a security in the United States or Canada, or that the RUBY can be legally traded in the Excluded Jurisdictions.



RUBY relies on sophisticated software applications, many of which in turn rely on blockchains or similar technology. RUBY currently exists on the Binance Smart Chain Network, which is open source software built on experimental technology (Blockchain). Risks arising from this technology include (but are not limited to) technical flaws, targeted hacking or mining attacks, changes in consensus protocol, decreased community support, rapid fluctuations in cryptocurrency value, the existence of competing networks or products, disputes between nodes and users, and regulatory action. RPN has chosen the underlying technology but makes no representation or warranty as to continued usability of the technology.

Developments in cryptographic technologies and techniques, including the advancement of artificial intelligence and quantum computing pose, pose security risks to all cryptography-based systems including the Ruby Play Network. Applying these technologies and techniques to the Ruby Play Network may result in theft, loss, disappearance, destruction or devaluation or other compromises of your RUBY, the platform or your data.

RUBY and the Ruby Play Network rely on the internet which, because of its public nature, means that part or the whole of the internet may be unavailable or unreliable at any given time, Interruption, delay, corruption or loss of data, loss of confidentiality, or the transmission of malware may occur when transmitting data via the internet.

RUBY transactions on unpermissioned blockchains are irreversible and RPN will not be able to reverse or recall any such transactions once initiated. Recipient bears all responsibility for any losses that may be incurred with sending RUBY to an incorrect or unintended address.

Your participation in receiving, holding and transferring RUBY, or using a platform, on the Binance Smart Chain network will not be anonymous. It is possible for people, including regulatory authorities, to match your addresses to your identity.

Your loss of your private key is permanent and irreversible. You alone are responsible for securing your private key to your wallet which holds RUBY. Losing control of your private key will permanently and irreversibly deny you access to your rubies. Neither RPN nor any other person will be able to retrieve or protect your RUBY. If you lose your private key you will not be able to transfer your RUBY to any other address or wallet, nor will you be able to realise any value or utility RUBY may have.

Malicious entities may target you, blockchains and platforms and may attempt to steal RUBY or otherwise interfere with the use of RUBY. You are responsible for protecting yourself from attacks to your wallet.

RUBY are a fast-evolving technology. There may be things discovered in the development process which at this point cannot be predicted. We may not yet know all the risks that will be associated with any particular platform.

Recipient's of RUBY Tokens may be subject to compliance requirements and may be required to submit relevant documentation required by regulators for Anti Money Laundering (AML), Know Your Customer (KYC) and other such requirements.

## **22) GENERAL PROVISIONS:**

**a) LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

**b) JURISDICTION, VENUE & CHOICE OF LAW:** Through Your use of the Website or Services, You agree that the laws of New Zealand shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the courts of New Zealand. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

**c) ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in New Zealand. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing New Zealand Law. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

**d) ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

**e) SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

**f) NO WAIVER:** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

**g) HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

**h) NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, employment or joint venture has been created between the Parties as a result of these Terms and Conditions. No Party has any authority to bind the other to third parties.

**i) FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**j) ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at our support email address.