

Ruby Play Network Evangelist Program Terms & Conditions

Version: 1.0

Last updated: 24/08/2021

1. Ruby Play Net has created our program to provide rewards to our active community members and to maintain and further develop the Ruby Play Network. Ruby desires to incentivise Evangelists who further the goals of our program. This program is referred to herein as ("**Ruby Evangelist Program**", "REP"). These Terms and Conditions are linked to the Ruby Play Net Privacy Policy available at www.RubyPlayNet.com. By accepting these terms and conditions you also accept the Ruby Play Net Privacy Policy.
2. Program: These Terms and Conditions govern the membership that recruited and accepted community members ("Evangelists", "You") have in the REP organized by Ruby Play Net Limited ("RPN"). Evangelist and RPN may be collectively referred to as "the Parties". RPN operates the Ruby Play Network on behalf of Gaming Rewards Group Limited, it's parent company. These terms and conditions govern the participation of the parties with respect to the REP and supersedes any prior agreements, proposals or understandings about the same subject. The parties may electronically accept these terms and conditions and any documents related thereto. RPN reserves the right to change, modify, add or remove portions of these terms and conditions at any time for any reason. Such changes take effect when updated on our website, so we encourage you to routinely check this page for updates. The REP is not exclusive to either party; Evangelist shall be free to perform similar services for other parties, and RPN shall be free to engage others to perform the obligations under these terms and conditions.
3. Appointment: Evangelists may be appointed in a manner and form determined by RPN in RPN's sole discretion and authority. Both parties understand and agree that these terms and conditions do not create any relationship of agency, employment, work for hire, or impose any obligations on either party outside of the express terms stated in these terms and conditions. By taking the required steps to apply to be an evangelist, as determined by RPN, you accept these terms and conditions.
4. Role of Evangelist: Evangelist is authorized to perform the Evangelist obligations subject to these terms and conditions and the . Evangelist is not authorized to act as agent for RPN nor to bind RPN in any manner. Evangelist is and shall be unpaid and not an employee, agent, representative, affiliate, partner or joint venturer of RPN and

Evangelist shall not hold itself out as such and shall not make any assertion that could lead anyone to believe that Evangelist is an employee, agent, representative, affiliate, partner or joint venturer of RPN. Evangelist will not provide any investment or financial advice to others in connection with these terms and conditions. In no event shall Evangelist perform any act in connection with these terms and conditions, which (i) would require Evangelist to be registered as an investment advisor or broker-dealer or (ii) is in violation of any securities laws, or (iii) is in violation of any laws.

5. Evangelist obligations: **Evangelists** will be asked, amongst other activities, to have a good understanding of the Ruby Play Network. Have a positive public attitude about the project. If they don't know something, they should direct questions to the team. In addition to the mentioned expectations, in order to maintain status, Evangelist must be active in social sharing, community management, live AMA, and other actions that will take place over time. RPN reserves the right to set detailed requirements in this regard.
6. Evangelist warranties: Evangelist represents that they have full legal capacity, power and authority to enter into these terms and conditions and to perform its obligations under these Terms and Conditions. Evangelist agrees to settle amicably any dispute arising from or in connection with these Terms and Conditions. Evangelist shall comply with all applicable laws concerning its activities in performance of these Terms and Conditions and shall not cause RPN to be in violation of any laws. Evangelist shall not make any public communications that are false or misleading. Except for any liability that cannot be excluded by law, the Evangelist, together with their officers, directors, employees, agents and representatives exclude all liability (including negligence) for any personal injury or for any loss or any damage (including loss of opportunity-profit) whether direct, indirect, special or consequential, arising in any way out of or in connection with these Terms and Conditions including without limitation:
 - a. failure, malfunction or breakdown of, or disruption to, the operations of the Parties, the blockchain technology due to occurrences of hacks, cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
 - b. any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference or any virus, error, bug, flaw, defect or otherwise adversely affecting these Terms and Conditions;
 - c. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction;

- d. any variation in the market value or market liquidity of a Grant;
 - e. any tax or legal/regulatory liability incurred by the Awardee; and
 - f. all other risks, direct, indirect or ancillary relating to these Terms and Conditions which are not specifically or explicitly contained in or stated in these terms.
7. RPN obligations: RPN, at its sole and ultimate discretion, may direct Ruby Play Network Limited, an associated company, to distribute amounts in the form of RUBY tokens to reward Evangelists for their engagements ("referred to herein as "Rewards"). For the avoidance of doubt, rewards are not meant to be a compensation for services rendered or any type of salaried employment. Evangelists engage in activities voluntarily for the benefit of the community they are part of. Rewards are meant as donations or gifts as a sign of appreciation for Evangelists' voluntary engagement. The amount of RUBY tokens awarded may vary and change without notice at RPN's sole discretion for any activity within the REP.
8. Term and renewal: Evangelist's membership in the REP shall begin on the effective date and shall continue for a period of 3 months, unless earlier terminated in accordance with these Terms and Conditions. The 'effective date' is the date at which RPN acknowledges via email or other written communication that the person is considered to be an Evangelist. RPN may agree to renew Evangelist's membership in the REP for a further 3 months by providing them with written notice.
9. Termination: RPN, at its sole and ultimate discretion, may cancel any person's status as Evangelist by providing notice to Evangelist and transfer to Evangelist any promised or outstanding amounts of RUBY tokens. RPN is under no obligation to maintain any person's status within the REP.
10. By becoming an Evangelist, a person acknowledges and agrees that he/she is doing so at his/her own discretion and risk. RPN expressly disclaims any and all responsibility for any direct or consequential losses or risks of any kind whatsoever related to or arising from the (i) Evangelist statements made publicly or on private messages; (ii) errors or omissions made by the user of RPN or any of its service; (iii) security issues experienced by the user of RPN products and related services.
11. Evangelists 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.

12. Confidential Information: Both Parties acknowledge that they may acquire information from the other Party ("Disclosing Party") of a competitively sensitive or proprietary nature in connection with these Terms and Conditions ("Confidential Information"). The Party receiving the Confidential Information ("Receiving Party") agrees to hold such Confidential Information in strict confidence. The Receiving Party agrees that it will not disclose any such Confidential Information to any third party without the Disclosing Party's consent. These restrictions shall not apply to (a) information generally available to the public, (b) already known by the Receiving Party, or (c) information released by the Disclosing Party generally without restriction. Notwithstanding the foregoing restrictions, the Receiving Party may disclose information to the extent required by an order of any court or other governmental authority, but only after the Receiving Party has notified the Disclosing Party and given the Disclosing Party a reasonable opportunity to obtain protection for such information in connection with such disclosure.

13. Intellectual property:

- a. "Intellectual Property" means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.
- b. "Intellectual Property Rights" means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.
- c. "RPN IP" means any and all Intellectual Property provided or made available to Evangelist by RPN.
- d. "Third Party Materials" means any and all Intellectual Property owned by a third party.

- e. "Newly Developed IP" means, other than RPN IP or Third Party Materials, any and all Intellectual Property that is incorporated into any Deliverable and/or that is necessary to operate, support or maintain any Deliverable.
- f. Allocation of Intellectual Property Rights
 - i. Rights in IP. RPN IP and all rights therein, including any Intellectual Property Rights therein, shall be owned exclusively by RPN.
 - ii. Rights in IP. Third Party Materials and all rights therein, including any Intellectual Property Rights therein, shall be owned exclusively by that third party.
 - iii. Open Source of Newly Developed IP. Evangelist agrees and undertakes to make all Newly Developed IP available to RPN for no consideration under a worldwide, non-exclusive, royalty free license that enables RPN to use the IP for the purposes of marketing.

14. Indemnification of RPN: Evangelist shall indemnify RPN against any claims, actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against RPN or any and all damages, losses, liabilities, settlements and expenses (including without limitation reasonable attorneys' fees), in each case, that are incurred by RPN or payable to third parties in connection with legal proceedings that allege: (a) the infringement, violation, or misappropriation of any intellectual property or proprietary rights of any third party by the Evangelist; (b) that alleges any material violation of applicable law or regulation by Evangelist in performance of its obligations or exercise of its rights pursuant to these Terms and Conditions; (C) arising out of or in connection with any material violation of Evangelist's representations or warranties under these Terms and Conditions; or (d) that is a result of Evangelist's willful misfeasance, bad faith, fraud or gross negligence of its duties or from reckless disregard by it of its obligations under these Terms and Conditions.

15. Expenses: Each party to bear its own costs and expenses in connection with this REP.

16. Any disputes regarding these Terms and Conditions will be decided by binding arbitration by an arbitrator determined by RPN in their sole discretion. Any lawsuits arising out of or in connection with these Terms and Conditions shall be determined within the courts of New Zealand.

17. Disclaimers:

- a. RUBY is a utility token and is not listed on any exchange by the Ruby Play Network, 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.
- b. The value of RUBYs may be highly volatile. Factors such as market dynamics, regulatory actions and changes, technical advancements, as well as broader economic and political factors, may cause the value of your RUBYs to change significantly over a short period of time. In addition, there may be insufficient liquidity to support an active market in RUBYs, or the market in RUBYs may become susceptible to market manipulation.
- c. RUBY are not insured and could be subject to significant reductions in usage 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 RUBY. The legal treatment of RUBY in your appropriate jurisdiction may vary. It is Evangelist's sole responsibility to understand how RUBY will be treated under the laws applicable to you.
- d. 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 Evangelist'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, Evangelist 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.
- e. Notwithstanding anything contained herein to the contrary, the Evangelist 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 Evangelist 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.

- f. 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.
- g. Developments in cryptographic technologies and techniques, including the advancement of artificial intelligence and quantum computing 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.
- h. 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.
- i. RUBY transactions on unpermissioned blockchains are irreversible and RPN will not be able to reverse or recall any such transactions once initiated. Evangelist bears all responsibility for any losses that may be incurred with sending RUBY to an incorrect or unintended address.
- j. 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.
- k. 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.

- l. 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.
- m. 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.