

# FAIRPLAY.IO

## TERMS & CONDITIONS

Last amended: 24 may 2018

### 1. GENERAL INFORMATION

- 1.1. Use of the website “fairplay.io” (“**Website**”) is subject to these terms and conditions (“**Terms**”) and any other rules or policies that are published on the Website. Please read these Terms carefully before using the Website as they affect your obligations and legal rights, including, but not limited to, waivers of rights, limitation of liability, and your indemnity to us.
- 1.2. By using Website and ticking the respective box in the form on the Website, you agree to be bound by these Terms. If you do not accept these Terms, please do not use the Website.
- 1.3. These Terms together with the Privacy Policy, govern your use of the Service and constitute a legally binding agreement between you and FairPlay.
- 1.4. We may change these Terms from time to time and indicate the date of the last amendments on the top in the “Last amended” field, so please check this page to ensure that you’re happy with any changes.

### 2. SERVICES

- 2.1. FairPlay is an online gaming platform operated by Goldenrod Securities Ltd which is licensed and regulated by the Kahnawake Gaming Commission (“**Platform**”).
- 2.2. Platform is created on TruePlay blockchain platform and enables the User to make use of free and/or pay-to-play gaming services (“**Services**”).

### 3. REGISTRATION

- 3.1. In order to use FairPlay Services you are required to sign in with TruePlay Wallet (“**Wallet**”). The registration constitutes an informational request about the User’s e-mail, phone number, and password. You should provide valid, current, complete and accurate information. Registration data and other information about you is subject to the FairPlay Privacy Policy available at: [https://fairplay.io/docs/20180524\\_FairPlay\\_Privacy\\_Policy\\_ON\\_YG.pdf](https://fairplay.io/docs/20180524_FairPlay_Privacy_Policy_ON_YG.pdf)
- 3.2. By registering the TruePlay Wallet, you represent and warrant that you are at least 18 years old, have full legal capacity to conclude contracts, enter into the terms, conditions, obligations, affirmations, set forth herein and to abide by and comply herewith.
- 3.3. We reserve the right to verify your identity and/or address before permitting you to use FairPlay. For this purpose, we may implement the Sum&Substance verification system. Find

more about Sum&Substance at: <https://sumsub.com>

- 3.4. You are solely responsible for the use of your login password for the Wallet, for any registration data provided for Wallet creation, and for any actions done during any use of your Wallet. You agree to keep your password private and to immediately notify Us of any unauthorized Wallet activity. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
- 3.5. You are solely responsible for all regulatory merits, risks, and restrictions, applicable to the gambling activity with cryptocurrencies in your country/jurisdiction of residence, or location. You may not use the Platform at any place or in any manner that would violate any applicable laws and/or regulations. Any offer of any feature, product or service is void where prohibited.
- 3.6. The User is allowed to register personally (not on behalf of someone else), open, and operate a single Wallet only. If the User is identified with more than one wallet, we reserve the right to suspend these wallets until all the balances (belonging to the same User) are consolidated. Finally, all other wallets will be terminated leaving a single active Wallet.
- 3.7. We reserve the right to refuse the provision of Services to anyone for any reason at any time, in particular, if you violate these Terms. We reserve the right at any time to modify or discontinue the Services (or any part thereof) without notice at any time.

#### **4. PAYMENT DETAILS**

- 4.1. Deposit. After the Wallet registration is completed, you may enjoy the demo version of every game provided on the Website. The demo versions are available completely free of charge. To get access to the full versions of all the games, you have to top up the balance in casino via your Wallet. TruePlay Wallet is the only permissible payment method on the Platform. We do not accept any third-party deposits.
- 4.2. Withdrawal. To withdraw the winning for the first time, the User has to pass the verification procedure. Upon the confirmation, the User can instantly receive the winning through your Wallet. Further the User can freely withdraw its money via the Wallet.
- 4.3. Any and all transactions are final and non-refundable.
- 4.4. After the funds have been withdrawn from the Wallet, you are solely responsible for any freeze or confiscation that may arise due to the exchange terms of use that restrict transactions from gambling websites. Always read and understand your exchange's or other wallet provider terms of use and use at your own risk.
- 4.5. FairPlay is not responsible for any time delay to confirm due to blockchain congestion, blockchain queue back-up, receiving address confirmation time, and for incorrectly entering the wrong receiving address.
- 4.6. We are not responsible for any fluctuations, both down and up, in price over short periods of time on a regular basis. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. We are not liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to such fluctuations.

## **5. VERIFICATION PROCEDURE**

- 5.1. We reserve the right to verify your identity and/or address following deposits and/or prior to executing a withdrawal. The verification procedure might include, but not limited to: ID confirmation (e.g. photo with ID), proof of a residential address (a copy of a utility bill or bank statement from the account holder).
- 5.2. Documents shall be provided in high resolution. Any documents, which do not comply with the above mentioned, may be rejected.
- 5.3. In case of user verification failure, we may take the appropriate measures: (1) refuse the registration of the user's wallet; and (2) restrict the use of the Services on the website.

## **6. TAXES**

- 6.1. You understand that you bear sole responsibility for any taxes as a result of the matters and transactions, and any future acquisition, ownership, use, sale or other disposition from the Wallet held by the Purchaser.

## **7. SOURCE OF FUNDS**

- 7.1. You confirm that the funds used for the deposit hereunder not and did not directly or indirectly come from any illegal sources. The User hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, which also includes money laundering, and that no transaction from the Wallet are being used to facilitate any criminal or illegal activity, including, but not limited to, performing money laundering and financing terrorism.
- 7.2. We hereby expressly represent and warrant that the funds receive as the payment hereunder shall not be used for the purposes of money laundering or any other illegal activity.

## **8. THIRD-PARTY CONTENT**

- 8.1. The pages of the Website may contain links to third-party websites and services. Such links are provided for the User's convenience. However, their presence does not mean that they are recommended by Us and We do not guarantee their safety and conformity with any User expectations.
- 8.2. We are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or respective service. We assume no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## **9. INTELLECTUAL PROPERTY**

- 9.1. The contents displayed on this Website, including but not limited to text, graphics, animations, logos, trademarks are the property of FairPlay and are protected by copyright, trademark, patent and other intellectual property laws. All rights reserved. You may not use, modify, adapt, or in any way alter these materials and contents without the permission of FairPlay. You agree not to use any contact information and e-mail addresses that can be found on the website to send any unsolicited commercial information.
- 9.2. The Website may contain many valuable trademarks, names, titles, logos, icons identifying the FairPlay's products and other proprietary materials owned and registered by FairPlay. Any use of such trademark as domain names, account identifiers or as search terms, without express written permission, is strictly prohibited.
- 9.3. Nothing contained on this Website should be construed as granting any license or right to use any trademark displayed on this Website.

## **10. PERSONAL DATA**

- 10.1. FairPlay respects your privacy and has established certain policies and procedures relating to the collection and use of your Personal Data in connection with your use of the Service. Please, check our Privacy Policy to be aware of when, where, and why we collect personal data about users, how we use it, the conditions under which we may disclose it to others, your rights in respect of your personal data.

## **11. RESTRICTIONS**

- 11.1. In no way shall the User use and abuse of malicious software and bugs in any of the gaming software provided on the Website. Such activity is deemed illegal. If you detect any bug in the gaming software, please contact us immediately at [support@fairplay.io](mailto:support@fairplay.io).
- 11.2. The User is strictly forbidden to use any kind of software to influence or modify the outcome of any of the games for financial gain. This is also applicable to the manipulations using a Virtual Machine. Any winnings acquired in this way will be deducted from the Wallet balance and confiscated.

## **12. DISCLAIMER OF WARRANTIES**

- 12.1. To the maximum extent permitted by applicable law, you expressly agree that access to and use of the Platform is at your sole risk. The Platform is provided "as is", "with all faults" and "as available", without warranty of any kind. FairPlay disclaims all warranties, express, implied, statutory, or otherwise, including, but not limited to, implied warranties of fitness for a particular purpose, merchantability, title, quality, and non-infringement.
- 12.2. FairPlay does not guarantee that the platform and any services will be available at all times, in all countries and/or all geographic locations, or at any given time, or that FairPlay will continue to offer particular services for any particular length of time (unless we expressly say otherwise as part of the Services).

12.3. FairPlay does not guarantee, represent, or warrant that your use of the services will be uninterrupted, timely, secure, or error-free. FairPlay does not warrant that the results that may be obtained from the use of the services will be accurate or reliable. FairPlay makes no representations, and expressly disclaims any warranties, of any kind, regarding the accuracy, completeness, reliability, appropriateness, and timeliness of any content available through the Website.

12.4. FairPlay is not responsible for any damage to your mobile, tablet, laptop, or desktop device, computer system, other hardware or software, or for any loss of or damage to data that may result from your use of the Platform and Services.

### **13. LIMITATION OF LIABILITY**

13.1. To the maximum extent permitted by applicable law, FairPlay does not accept any liability for any consequential, incidental, indirect, special or punitive damages, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software, loss of goodwill, resulting from any use of, or inability to use, this service or the material, information, software, facilities, services or other content on this service, regardless of the basis upon which liability is claimed and even if FairPlay has been advised of the possibility of such loss or damage.

13.2. FairPlay does not accept any responsibility related to the operation of any software, the presence of computer viruses or other malicious code elements, dangerous or destructive files, which can spread or in any other way affect the software and hardware as a result of using the services by you, accessing information or downloading any materials.

13.3. FairPlay is not liable for any interruption of games or website downtime. It is not liable for any errors contained in any game, nor is it duty bound to correct them. FairPlay is not liable for any damage caused as a result.

### **14. MISCELLANEOUS**

14.1. Governing Law and Disputes Resolution. These Terms shall be governed by construed and enforced in accordance with the laws of Canada. However, you are responsible for complying with local laws, if and to the extent local laws are applicable. Both we and you shall seek to resolve by negotiations any dispute of any kind between you FairPlay arising under these Terms (including any questions regarding their implementation, execution, validity or termination). If FairPlay and you fail to agree in negotiations within ninety (90) calendar days from the date of their beginning, the dispute shall be finally settled by the competent court. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

14.2. Legal Restrictions. The User understands and accepts that online gambling may not be legal in some jurisdictions. We make no representation whatsoever as to the legality of the Services provided by FairPlay. The use of the Services is on the User's sole discretion, option, and risk. Nevertheless, we restrict the use of FairPlay to the Users from the following

jurisdictions: Australia, Belgium, Curacao, Denmark, Estonia, France, Hungary, Hong Kong, Israel, Italy, Romania, Spain, Turkey, the Netherlands, United States, United States territories, United Kingdom and/or any other restricted by law country or state.

Use of the Services is unauthorized and unlicensed wherever it is unlawful under applicable law. You may not use the Services at any place or in any manner that would violate any applicable laws and/or regulations. Any offer of any feature, product or service is void where prohibited. FairPlay may limit or deny to any person, in its sole discretion, access to any feature, product or service.

14.3. Assignment. FairPlay may, in its sole discretion, assign its rights and/or delegate its duties under this agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of FairPlay, which FairPlay may withhold in its sole discretion, shall be void.

14.4. Other. These Terms & Conditions are published in several languages for informational purposes only. You acknowledge and agree that only English version of the Terms & Conditions is the legal basis of the relationship between you and us. In the event of any discrepancies between the English version and the non-English version, the English version shall prevail.

## **15. CONTACT US**

15.1. You may contact us with any questions, clarification request and discussion on services provided and these Terms. If at any time you would like to contact us you can do so by way of our contact form on the webpage of our website, or by email at [support@fairplay.io](mailto:support@fairplay.io).

We hope these Terms helped you to understand how the FairPlay works and be sure everything is foreseeable and safe while using it. So, enjoy our games!