

BitCrystals Token Sale Agreement

[EverdreamSoft SA](#) (EDS)

Date: August 04, 2015

By purchasing BitCrystals (BCY), the Purchaser expressly agrees to all of the terms and conditions set forth in the accompanying Terms and Conditions of the BitCrystals Token Sale (the "Terms"), which is incorporated by reference herein, as well as the BitCrystals Token Sale Agreement. All capitalized terms in this Agreement will be given the same effect and meaning as in the Terms.

By purchasing BCY, the Purchaser:

- Represents and warrants that the Purchaser has an understanding of the usage and intricacies of Bitcoin (BTC) and blockchain-based software systems.
- Represents and warrants that the Purchaser is legally permitted to purchase BCY in the Purchaser's jurisdiction and is legally permitted to receive products of Swiss origin;
- Represents and warrants that the Purchaser is of a sufficient age to legally purchase BCY or has received permission from a legal guardian who has reviewed and agreed to these Terms;
- Represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of BCY as set forth below;
- Represents and warrants that Purchaser is not exchanging Bitcoin (BTC) for BCY for the purpose of speculative investment; and
- Represents and warrants that the Purchaser is acquiring BCY for the use of decentralized trading card game services or the purchase of tokens specific to the forthcoming Spells of Genesis (SoG), or to facilitate development, testing, deployment and operation of decentralized in-game assets, or to support the development of SoG.

Purchaser understands that BCY has no warranty whatsoever, expressed or implied, to the extent permitted by law, and that BCY is purchased on an "as is" basis. Purchaser also understands that EDS will not provide any refund of the purchase price for BCY under any circumstance.

Purchaser further agrees to accept sole risk for the purchase of BCY. The Purchaser recognizes that SoG is presently being developed and may undergo significant changes before release.

In order to reduce the possibility of fraud, phishing attempts and other schemes perpetrated by malicious third parties, Purchaser agrees not to respond directly to any inquiry regarding their purchase of BCY, including but not limited to email requests purportedly coming from the everdreamsoft.com or similar looking domain. Purchaser understands that EDS may send Purchaser emails from time-to-time, but these email notices will never ask for information or require any direct email response from the Purchaser.

Purchaser understands, that while the EDS Team will make reasonable efforts to complete SoG, there is a possibility that an officially completed version of the game may not be released and there may never be an operational SoG game. It is also possible that even if the EDS Team releases a completed version of SoG, it could potentially be abandoned or shut down due to a lack of public interest in decentralized trading card games. Purchaser further recognizes that BCY may experience extreme volatility in pricing.

Purchaser also recognizes that SoG may be operational for a short or extended period of time, and may subsequently be abandoned by EDS for a number of reasons, including a lack of interest from the public, a lack of funding, and

competing games that seek to develop similar products, and competing non-affiliated games built on the same underlying protocol and open source technology.

Following the purchase of BCY, Purchaser understands that if the Purchaser's wallet file or password is lost or stolen, the purchased BCY associated with the Purchaser's wallet or password will be unrecoverable and will be permanently lost. Furthermore, Purchaser understands that there is no password recovery mechanism for lost passwords, so the EDS Team will not be able to help Purchaser retrieve or reconstruct a lost password and provide the Purchaser with access to any purchased BCY. Furthermore, Purchaser understands that it is not possible to reconstruct a lost or stolen wallet, so the EDS Team will not be able to help Purchaser retrieve or reconstruct a lost or stolen wallet and provide the Purchaser with access to any purchased BCY.

Purchaser understands that between the time of purchase of BCY in the BitCrystals Token Sale and the inception of SOG, BCY will be tradable and liquid.

Purchaser understands that there is no assurance that, if the SoG is launched, the game will be stable, or that the EDS ecosystem will be robust.

Purchaser understands that SoG may give rise to other, alternative, blockchain-based or blockchain-like games, promoted by unaffiliated third parties, under which Purchaser's BCY will have no intrinsic value.

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE PURCHASER WILL NOT HOLD EVERDREAMSOFT SA LIABLE FOR ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, BCY OR THE SPELLS OF GENESIS PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE EVERDREAMSOFT SA PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, BCY.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT EVERDREAMSOFT SA PARTIES ARE NOT LIABLE, AND THE PURCHASER AGREES NOT TO SEEK TO HOLD ANY OF THE EVERDREAMSOFT SA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF BCY, AND THAT THE RISK OF PURCHASING AND USING BCY RESTS ENTIRELY WITH THE PURCHASER .

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE EVERDREAMSOFT SA PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAS PAID TO EVERDREAMSOFT SA FOR THE PURCHASE OF BCY.

The Terms and the BitCrystals Token Sale Agreement govern the sale of BCY and supersedes any public statements about the BitCrystals Token Sale made by third parties or by the EDS Team or individuals associated with any EDS Parties, past, present and future.

At any point, if you do not agree to any portion of the then-current version of the BitCrystals Token Sale Agreement, you should not purchase BCY.

If a court or another tribunal determines that there is a conflict between the BitCrystals Token Sale Agreement and the Terms, the provisions of the Terms shall govern.