

TANKS! FOR PLAYING TOKEN ICO TERMS & CONDITIONS

The following **Terms and Conditions (Terms)** govern your (**you** or the **Purchaser**) purchase of game tokens (**TANKS**) from us, Tanks! For Playing Pty Ltd ACN 653 113 181 (**we, us** or the **Company**) via www.tanksforplaying.io/ (**Website**).

By clicking on the **“I accept the terms and conditions of this Agreement”** button you are indicating that you are duly authorised to enter into this Agreement, you have read and understood the following terms and conditions (**Terms**) and agree to accept to this terms of this Agreement and agree to be legally bound by it.

Prior to purchasing TANKS token, you should carefully consider the terms and conditions listed below, and, to the extent necessary, consult an appropriate lawyer, accountant, financial planner or tax professional. If any of the following terms and conditions and unacceptable to you, you should not purchase the TANKS token.

The offer to sell and solicitation to buy TANKS token is directed solely to qualified institutional investors, qualified professional investors, and those other sophisticated persons to whom offers and solicitation may be made without any licensing, registration, qualification, or approval under applicable law (**qualified person/s**).

As a qualified person, You acknowledge and agree before entering into these terms and conditions that you should have significant experience with, and understanding of, the usage and intricacies of Cryptographic tokens, including Ethereum tokens, and blockchain based software systems. Purchasers should have a sound understanding of storage and transmission mechanisms associated with other Cryptographic tokens. If you do not have such experience or experience, then you should not purchase TANKS token or participate in the sale of TANKS token. YOUR PARTICIPATION IN TANKS TOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PURCHASE TANKS TOKEN FROM THE COMPANY. BY PURCHASING TANKS TOKEN FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT hello@tanksforplaying.io.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the TANKS token sale.

By purchasing TANKS token, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of TANKS, including losses associated with below terms and conditions.

1. Construction

- (a) a reference to these Terms or another agreement between the parties includes any variation or replacement;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the masculine includes the feminine and neuter and vice versa;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, employees, agents and permitted assigns;
- (f) an obligation, agreement, representation or warranty on the part of or in favour of two or more persons binds, and/or is for the benefit of them jointly and severally;
- (g) a reference to anything is a reference to the whole or any part of it; and
- (h) references to parties or clauses are, unless otherwise stated, references to the parties and clauses contained in this Agreement; and
- (i) each party has participated in the negotiating and drafting of this document and in the event of ambiguity or a question of interpretation arising, this Agreement is to be construed as if the Agreement was drafted jointly.

2. Conditions of sale for TANKS Token

- 2.1** To make a purchase or acquire a TANKS token you acknowledge and agree that you are an Australian Citizen or permanent resident (for tax purposes or otherwise) and are over the age of 18 years.

- 2.2** When you purchase, or otherwise receive, a TANKS token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the TANKS token:
- (a) We do not provide you with any advice regarding whether TANKS token is a suitable investment for you;
 - (b) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ethereum, as well as blockchain-based software systems generally;
 - (c) You are legally permitted to receive and hold and make use of TANKS token in your and any other relevant jurisdiction;
 - (d) You will supply us with all information, documentation or copied documentation that we require in order to allow us to accept your purchase of TANKS token and allocate TANKS token to you;
 - (e) You have not supplied us with information relating to your acquisition of TANKS token or otherwise which is inaccurate or misleading;
 - (f) You will provide us with any additional information which may be reasonably required for us to fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
 - (g) You will notify us promptly of any change/s to the information supplied by you to us;
 - (h) You are of a sufficient age (if an individual) to legally obtain TANKS token, and you are not aware of any other legal reason to prevent you from obtaining TANKS token;
 - (i) You take sole responsibility for any restrictions and risks associated with receiving and holding TANKS token, including but not limited to those set out in Annexure A;
 - (j) By acquiring TANKS token, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
 - (k) You are not obtaining or using TANKS token for any illegal purpose, and will not use TANKS token for any illegal purpose;
 - (l) You waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of TANKS token;
 - (m) Your acquisition of TANKS token does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
 - (n) To the extent permitted by law and we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of TANKS token and/or the Ethereum Network;
 - (o) You accept that TANKS token is created and you obtain TANKS token on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing TANKS token without being able to provide any warranties in relation to TANKS token, including, but not limited to, title, merchantability, or fitness for a particular purpose; and
 - (p) You accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of TANKS token (ii) the potential appreciation or depreciation in the value of TANKS token over time, if any, (iii) the sale and purchase of TANKS token; and/or (iv) any other action or transaction related to TANKS token has tax implications.

3. Overview of TANKS token sale

- 3.1 TANKS token powers the on-chain (web3) online Block-chain Game, Tanks! For Playing. TANKS are only available in on-chain games and are consumed in-game to provide additional functionality. Functional uses for TANKS include payment to participate in tournaments, currency for in-game purchases and game pot, and paying to host custom/private on-chain games. For a comprehensive utilization of TANKS token, please visit our website www.tanksforplaying.io/ (**website**). TANKS token is an ERC-20 token/smart contract created on the Ethereum block chain.
- 3.2 The maximum total amount of TANKS token to be issued is 1 billion (1,000,000,000.00) without the ability to mint any further TANKS. A proportion of revenue will be used to burn TANKS, which, in addition to TANKS being indivisible, ensures that the token supply will be deflationary. During the initial TANKS sale, a maximum 550,000,00 will be released. Ownership of TANKS during the TANKS token sale carries no rights express or implied.
- 3.3 TANKS will be moved across chain, using facilities such as AnySwap/MultiChain.xyz, in proportion to the funds raised during the initial token sale. Post the initial sale, TANKS holders can move their token between chains as desired.
- 3.4 Purchases of TANKS are non-refundable unless the soft cap has not been met by the end of the initial sale period. In this instance, refunds will be processed within 7 calendar days.

4. TANKS Token Price

- 4.1 Purchasers in the TANKS token sale will be allocated their tokens in exchange for ETH at the target conversation rate of \$0.0025 USD per TANK. Refer to our website for various TANKS token sales and specials.
- 4.2 The US Dollars to ETH exchange rate is used to dynamically set the ETH to TANKS rate. As a result, for the duration of the TANKS sale, the price to purchase a TANKS will be set as an amount in ETH.

4.3 You must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any TANKS purchased from Us.

5. Timing of TANKS Token Sale

5.1 The initial TANKS sale is during **1 September 2021 to 14 September 2021** or when the pre-sale allocation has been met, whichever comes first. The maximum TANKS token released during the initial sale period is 550,000,000. The public TANKS token sale will run from **14 September 2021 to 31 October 2021** or when the hard cap has been met, whichever comes first.

5.2 We reserve the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

5.3 The general public will be able to see the total number of TANKS tokens currently sold, as well as the distribution of all TANKS tokens between the participating Ethereum accounts. In the spirit of openness, We will update via the Website the number of tokens sold as well as the share of TANKS tokens allocated to the shareholders of Company. Furthermore, the Ethereum accounts used to store ETH during the TANKS sale duration will publicly available and their balances will also be made available on the Website.

6. After the TANKS Token Sale

6.1 You acknowledge and agree that you have no influence over governance of the Company.

6.2 Upon the conclusion of a successful TANKS token sale, the Tokens will be released within 7 calendar days of 31 October 2021 or when the hard cap has been met, whichever occur first.

6.3 Early bird bonus TANKS and pre-sale bonus TANKS are to be distributed as air drops 30 and 60 days after initial distribution.

7. The Company Will Not Purchase TANKS Tokens During the TANKS Token Sale

7.1 The Company warrants that neither it nor its shareholders will purchase TANKS token during the TANKS token sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase TANKS from any third party during the period of the TANKS Token sale.

8. All purchases of TANKS are final

8.1 All purchases of tanks token are final. Purchases of tanks are non-refundable unless the soft cap has not been met by the end of the initial sale period. By purchasing TANKS token, You acknowledges that neither the company nor any of its affiliates, directors or shareholders are required to provide a refund for any reason.

8.2 If We believes, in its sole discretion, that any individuals or entities owning tanks token creates material regulatory or other legal risks or adverse effects for the company and/or tanks token, the company reserves the right to: (a) buy all tanks tokens from such tanks token owners at the then-existing market price and/or (b) sell all cryptocurrency assets of the company.

9. Taxation of TANKS Token and Taxation Related to the Token Sale

9.1 You bears the sole responsibility to determine if the purchase of TANKS Token with BTC, LTC, ETH or the potential appreciation or depreciation in the value of TANKS over time has tax implications for you in your jurisdiction. By purchasing TANKS token, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of TANKS token.

10. Privacy

10.1 As part of these Terms, your use of this Website and the TANKS Token, is subject to our Privacy Policy contained on our Website.

10.2 You irrevocably authorise us to make any enquiries, exchange, collect and use your personal information and credit information relating to property, business or other solvency matter from time to time or the personal or credit information as we deem necessary for the following purposes: (a) obtaining information on your credit position (b) investigating the credit worthiness of you in relation to credit to be provided by us or for any marketing purposes (unless you have notified us that you wish to opt out of direct marketing); (c) to allow us to provide you the TANKS token, (d) to notify a credit provider of a default by you; (e) to a credit reporting body to provide a credit facility or to permit a credit reporting body to maintain or update your credit file.

10.3 You acknowledge that the information exchanged under clause 9.2 may include any information in relation to Your creditworthiness or credit history.

10.4 You consent and irrevocably authorise any information provider to disclose any information about You in their possession to us and we may use any information which it holds for the purposes listed in clause 9.2; and may disclose any of your personal or credit information to any interested person (including overseas third parties) for any purpose listed in clause 9.2, to the extent permitted by the *Privacy Act 1988* (Cth) and the Australian National Privacy Principles (if applicable).

10.5 To the maximum extent permitted by law, you agree (unless you otherwise withdraw consent), to waive all rights under the *Privacy Act 1988* (Cth).

11. Force Majeure

- 11.1 We are not liable for failure to perform solely caused by: unavoidable casualty; delays in delivery of materials; embargoes; government orders; acts of civil or military authorities; acts by common carriers; emergency conditions (including weather conditions); security issues arising from the technology used; or any similar unforeseen event that renders performance beyond our reasonable control. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

12. Disclaimer of Warranties

- 12.1 You expressly agree that You are purchasing TANKS token is at your sole risk and that TANKS token is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, We do not warrant that the process for purchasing TANKS tokens will be uninterrupted or error-free.

13. Limitation of Liability

- 13.1 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Terms or the use the TANKS token by you or any other person.
- 13.2 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (in our sole and absolute discretion) to the supply of the TANKS token again or payment of the cost of having the TANKS token supplied again.

14. Release and Indemnity

- 14.1 You agree that your use of the TANKS token is at your own discretion and risk. You agree to release us and our officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Terms or the use of this TANKS token by you or any other person. We may plead this release as a bar and complete defence to any claims or proceedings.
- 14.2 You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on an indemnity basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):
- any material or information that you submit, post, transmit or otherwise make available through the TANKS token (correct or otherwise);
 - your use of, or connection to the TANKS token;
 - your negligence or misconduct, breach of these Terms or violation of any intellectual property, law or the rights of any person; or
 - for any other reason whatsoever.

15. Security

- 15.1 You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold TANKS token purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any losses, costs or expenses relating to lost access credentials. We are further not responsible for any security risks associated with blockchain availability, forks, splits or network fees.

16. Disputes

- 16.1 Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination (**Dispute**), shall be submitted to arbitration and mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.
- 16.2 A dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type

of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts 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.

17. Miscellaneous

- 17.1 **Notices.** We may provide any notices for the purposes of these Terms by email or other electronic notification to You.
- 17.2 **Costs.** Except as specifically provided in these Terms, each party must bear its own legal, accounting and other costs associated with these Terms.
- 17.3 **Governing Law.** The Terms are governed by, construed, and take effect in accordance with the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the said state of Australia and courts of appeal from them in respect of all matters or things arising out of, relating to, or touching upon of these Terms.
- 17.4 **Severability.** The provisions of these Terms are severable and, if any provision of these Terms are held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.
- 17.5 **Remedies Cumulative.** Any right that a person may have under these Terms are in addition to, and does not replace or limit, any other right that the person may have.
- 17.6 **Further Assurances.** Each party must take all necessary further action to give full effect to this document.
- 17.7 **Assignment.** You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without our prior written consent. Your use of the TANKS token is personal to you and may not be sold or otherwise transferred to any other person. We may assign, transfer or sub-contract any of its rights or obligations under these Terms at any time without notice to you.
- 17.8 **Cooperation with Legal Authorities.** We will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.
- 17.9 **Language.** Currently, only English versions of our communications are considered official. The English version shall prevail in case of differences in translation.
- 17.10 **No Waiver.** No rights under these Terms will be waived unless agreed in writing and signed by us. We do not waive a right if an extension or other forbearance is given to you. No waiver of a provision of these Terms shall be construed as a continuing waiver of the provision. A waiver by us of any matter does not prejudice its rights in respect of any matter. Any non-exercise or partial exercise of or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.
- 17.11 **Variation.** We reserve the right to amend these Terms and any other policy on this Website at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this Website will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue, or impose limits on any aspect or content of this Website or the products/services offered through this Website. You may only vary or amend these Terms by written agreement with Us.
- 17.12 **Counterparts.** This Agreement may be signed in any number of counterparts and each counterpart shall together constitute one agreement. This Agreement may be executed and delivered by facsimile, electronically or by way of electronic signature and the receiving party may rely upon same as if it was an original document or signature.
- 17.13 **Entire Agreement.** These Terms supersede all previous agreements, discussions and representations between us and you and constitute the entire agreement in relation to the agreement for the sale of TANKS tokens between us and you. All prior correspondence, negotiations or representations do not bind either party and neither party may rely upon them.

ANNEXURE A

Risks

By purchasing, owning, and using TANKS Token, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to TANKS Token Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control TANKS Token stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing TANKS Token will result in loss of such TANKS Token. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your TANKS Token. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store TANKS Token in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your TANKS Token. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving TANKS Token, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol

Because TANKS Token and the Tanks! For Playing platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or TANKS Token. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the TANKS Token and the platform, including the utility of the TANKS Token for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, TANKS Tokens are susceptible to attacks by miners in the course of validating TANKS Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and TANKS Token, including, but not limited to, accurate execution and recording of transactions involving TANKS Token.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or TANKS Token in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and TANKS Token, including the utility of TANKS Token for obtaining services.

5. Risks Associated with Markets for TANKS Token

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to TANKS Token (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, TANKS Tokens are uninsured. Thus, in the event of loss, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of TANKS Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with

respect to such technology and its applications, including the Tanks! For Playing platform and TANKS Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and TANKS Tokens. Regulatory actions could negatively impact the platform and TANKS Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of TANKS Token constitutes unlawful activity or that TANKS Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterization of TANKS Token is uncertain. You must seek your own tax advice in connection with purchasing TANKS Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Tanks! For Playing services.

10. Risks Arising from Lack of Governance Rights

Because TANKS Tokens confer no governance rights of any kind with respect to the Tanks! For Playing platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any TANKS Token you own, including their utility for obtaining services.

11. Unanticipated Risks

Cryptographic tokens such as TANKS Tokens are a new and untested technology. In addition to the risks included in this Annexure A of these Terms, there are other risks associated with your purchase, possession and use of TANKS Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annexure A of these Terms.

Further Information

For further information regarding the TANKS Tokens sale, please contact hello@tanksforplaying.io.