

OFFICIAL BLABLAGAME TERMS & CONDITIONS

By browsing, accessing or using the BlaBlaGame website <https://blablagame.io/>, by creating account on BlaBlaGame website, you hereby agree with the present Terms and Conditions (the “**Terms**”). The Terms shall be a binding legal agreement between BlaBlaGame website, (the “**Company**”), and you, a natural person, user of BlaBlaGame website (the “**User**” or “**You**”), collectively referred to as the “**Parties**”.

The Company reserves the right to amend the Terms at any time. If you disagree with any amendment, you must immediately discontinue your access to the BlaBlaGame website and stop use all the services offered by the Company. If you continue to use the website, the amended Terms shall have legal force for you and your actions shall mean acceptance of the amended Terms.

WE KINDLY ASK YOU TO READ THE TERMS CAREFULLY BEFORE CREATING YOUR ACCOUNT. IF YOU DO NOT AGREE WITH ALL OR ANY THESE TERMS, PLEASE LEAVE THE WEBSITE IMMEDIATELY.

I. DEFINITIONS

1.1 “**Account**” means an account open by the User on BlaBlaGame website through the official website <https://blablagame.io/>. The User can log into the account on different devices by inserting correct account credentials. The account can only be accessed by the User with corresponding login and password.

1.2 “**Applicable law**” means, with respect to the User and (or) the Company, any international, domestic national or local law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to and binding upon the User and (or) the Company.

1.3 “**Fiat currency**” means a currency issued by a country's government or central bank.

1.4 “**Intellectual property**” means all patents, patent applications, industrial designs, trademarks and trademark applications, software, all copyrightable objects, including but not limited to programs, texts and content, translations, images, videos, graphics, music, owned by the Company or duly licensed to the Company so the Company has legal right to use them.

1.5 “**Company**” means BlaBlaGame website.

1.6 “**Cryptocurrency**” means Bitcoin, Ethereum, Litecoin, TRON, Tether USDT, BLA and other cryptocurrencies depending on the settings of the user account. The Company can modify, expend, and amend the list of available cryptocurrencies at any time.

1.7 “**Force Majeure Event**” means any event beyond the party's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or “forks” or unexpected changes in a computer network upon which the Services rely.

1.8 “**Payment Service Partner**” means the Company's partner that provides to the Company payment processing services and exchanges the User's fiat (government-issued) money into cryptocurrency and vice versa.

1.9 “**Services**” means all and any of the services that the Company provides to the User by means of BlaBlaGame Website.

1.10 “**Terms**” means these terms and conditions, a binding legal agreement between the Company and the User setting rights and obligations of the Company and the User with regard to the Services and BlaBlaGame website.

1.11 “**Restricted Territories**” shall mean Cuba, Syria, Libya, Sudan, Somalia, North Korea, and Yemen, Saint Vincent and the Grenadines. The Company may amend the list of restricted territories based on amendments in local laws and/or in the Company's internal policies.

1.12 “**Website**” means the Company's official website <https://blablagame.io/>.

1.13 “**User**” or “**You**” means a natural person who uses BlaBlaGame website.

II. GENERAL PROVISIONS

2.1 These Terms establish contractual relationship and set rights and obligations for the Company and the User.

2.2 The Company provides access to BlaBlaGame Website to use its software.

2.3 The User creates an account on BlaBlaGame Website for free, without any registration fee. Some services require fees from the User. For example, the fee is charged from the User who won certain Rock-Scissors-Paper game (this fee is distributed between cashback fee service, daily bonus bank fee service, monthly bonus bank fee service, referral reward fee service, BlaBlaGame reward fee); such fees (and others) are described in these Terms and/ or on the Company’s Website at ‘Fees and limits’ page.

III. ELIGIBILITY AND GUARANTEES

3.1 When you create an account on BlaBlaGame website, you expressly warrant and represent that:

3.1.1 You are at least 18 years of age or over and have full capacity to accept the Terms and perform any activities available on BlaBlaGame website;

3.1.2 You are not citizen and/ or resident of a Restricted territory;

3.1.3 You will use your account for personal use only. You will not create, or attempt to create an additional account under any name except your own and you will not use your account to carry out transactions on behalf of a third party;

3.1.4 You will not have more than one verified account for the same identity document – if you upload the same identity document your account shall be rejected by the Company;

3.1.5 You have not previously been suspended or removed from using BlaBlaGame website.

3.1.6 You will not use the Services or part of the Services if any Applicable laws in your country prohibit you from doing so in accordance with these Terms.

3.2 Upon the Company request you shall provide the Company with identity documents, a selfie photo and address proof (utility bill or banking statement) in order

to comply with the Company's AML and KYC processes. The Company may request these documents from you at any time and block your account if you do not submit the documents and/or if the Company suspected your documents are not true.

3.3 If you use Payment Service Partners' products and/or services on BlaBlaGame website, any of such Payment Service Partners may request certain documents and/or information from you. Please, read their terms and conditions carefully. The Company shall not be liable for Payment Service Partners.

3.4 You hereby guarantee that the information in your profile is true, accurate, current and complete. If the Company suspects that you provided untrue, inaccurate, not current, or incomplete information, the Company has the right to suspend or terminate your account and refuse any and all current or future use of BlaBlaGame website.

3.5 Company guarantees that all created games in Rock-Scissors-Paper game are protected with SHA-256 encryption which guarantees that the object of your game cannot be changed and compromised. Technology protects your game from third-party intervention.

IV. ASSUMPTION OF RISK

4.1 Before using the Services, you should ensure that you understand the risks involved in deal with cryptocurrencies (including but not limited the following: buying, selling, holding, trading cryptocurrency). You hereby agree to assume the risks set out in the Terms as well as other risks not set out herein which are inherent to cryptocurrency market.

4.2 You acknowledge and agree that the Company shall not be responsible for or otherwise liable for any direct or indirect loss or damage of any kind arising directly or indirectly from the occurrence in full or in part of any and all of the following risk events:

4.2.1 Gaming risk. While playing Rock-Scissors-Paper game at BlaBlaGame Website with other rivals, User understands that this is a highly risky activity and it may result to the loss of all funds in User's Account.

4.2.2 BlaBlaGame token (BLA) is highly risky cryptocurrency the price of which may significantly fluctuate on the trades and may go to zero price in the worst-case scenario.

4.2.3 Price fluctuation risk. Cryptocurrency prices can and do fluctuate greatly on any given day and due to such price fluctuations, the User's cryptographic assets may be subject to large swings in value and may even become worthless.

4.2.4 Trading risk. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a secondary market.

4.2.5 Cyber-attack risk. There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can material alter, intercept or otherwise interfere with the Website. It can result in loss of your assets.

4.2.6 Tax risk. There can be different taxes related to cryptocurrencies in jurisdiction(s) of your citizenship and/or residence. The Company is not responsible for any of your tax issues.

4.3 You should carefully assess whether your financial situation and risk tolerance is suitable for buying, selling, trading or deal with cryptocurrencies. You accept and agree that you are solely responsible for any decision to buy, sell, trade or otherwise hold or dealwith cryptocurrency.

4.4 You totally understand that taking part in BlaBlaGame token sale (e.g. ICO, IDO, IGO, etc) is activity related to high-risk investments. You can lose your money in full.

4.5 You shall not rely on the Company's advice and the Company's recommendations in media, on forum or anywhere else. Such recommendations are provided only for informational purpose.

4.6 You understand that the Company's business processes can fail, and the products can stop work at any moment because of technical issues, situation on financial and cryptocurrency markets or because of any other reason.

V. INTELLECTUAL PROPERTY

5.1 BlaBlaGame Website is the Company's intellectual property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on BlaBlaGame Website, as well as all the trademarks, service marks, and logos contained on BlaBlaGame Website are owned or controlled by the Company or licensed to the Company, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws.

5.2 The Website is provided "AS IS" for the User's personal use only. No part of the

Website and no intellectual property inside it may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the Company's prior written permission.

5.3 Acceptable use. When accessing or using BlaBlaGame website, you agree that you will not:

5.3.1 Use Intellectual property in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;

5.3.2 Use the Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

5.3.3 Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

5.3.4 Encourage or induce any third party to engage in any of the activities prohibited by the Terms or by the law in the jurisdiction of your citizenship and/or residency.

5.4 The Company reserves the right, at its sole discretion, to change, modify, add, remove or terminate these Terms and Conditions at any time for any reason without any advance notice.

5.5 All the content in the User's profile, including but not limited to the User's photos, images, textual descriptions shall be the User's intellectual property. The Company is not responsible for the User's intellectual property. The User hereby confirms that the content in the User's profile does not cause any third parties' IP rights infringement and is compliant with legislation of the User's country of citizenship.

VI. BLA TOKEN

6.1 BLA token is a blockchain-based ERC20 standard digital utility token designed to provide discounts to the Users on BlaBlaGame Website.

6.2 Although the BLA tokens may be tradable, BLA tokens are not to be construed, interpreted, classified or treated as any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust;

derivatives of units in a business trust; or any other security or class of securities.

6.3 The Purchaser can buy BLA tokens paying with cryptocurrency only. The Company does not accept payments in fiat currencies for BLA tokens.

6.4 The Company reserves the right to increase the price of BlaBlaGame token (BLA) during pre-sale period in the future with notification on website no later than 2 days before actual price change. The Company cannot decrease the BLA token price during the pre-sale period.

6.5 The User acknowledges that BlaBlaGame token (BLA) token during the pre-sale is not traded. BLA token will not be traded before the official BLA listing on third-party exchange.

6.6 The User acknowledges that BlaBlaGame token (BLA) cannot be withdrawn from BlaBlaGame Website until the end of the pre-sale period.

6.7 The Roadmap, all future plans as well as token economics, token distribution, allocation of funds, value of softcap and hardcap may be a subject to change partially or completely due to unpredictable reasons.

6.8 The withdrawal fees may be a subject to change and installed by the Company based on the particular blockchain network status.

6.9 The Company can reject the User from buying BLA tokens if the Company assumes any risks connected with selling of BLA tokens to the User. If the Company rejects the User, the funds transferred by the User to the Company in cryptocurrencies will be sent back to the User's balance.

6.10 Since the User has bought BlaBlaGame tokens (BLA), the User cannot return BLA tokens back to the Company. The User cannot request to return BLA tokens to the Company and cannot ask the Company to return the cryptocurrency paid by the User to the Company back to the User's account. The User will be able to trade BLA tokens only after BLA token is listed on any crypto exchanges after the end of the pre-sale period.

6.11 The duration of pre-sale period of BlaBlaGame token (BLA) is determined by the Company and published on its official Website and may be a subject to change partially or completely due to unpredictable reasons.

6.12 If your country legally prohibits you from participation in ICO, IGO, IDO and

from holding utility tokens, please, do not buy BlaBlaGame tokens (BLA). BLA tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws.

6.13 Once the pre-sale period of BlaBlaGame token (BLA) ends and the Company made an official announcement on that either on its Website or in its official social media networks, the Company will list BlaBlaGame token (BLA) on third-party crypto exchange within three months from the end of the BlaBlaGame token (BLA) pre-sale period.

VII. LIMITATION OF LIABILITIES

7.1 The Services provided on an “as is” and “as available” basis. The Company expressly disclaims all warranties of any kind.

7.2 In no case shall the Company, the Company’s director(s), shareholder(s), employees or agents be liable for any damages and losses of the User, including but not limited to incidental, indirect, special or consequential damages, loss of use, loss of profit or loss of data, arising out of or in any way connected with the use of or inability to use the Services or BlaBlaGame website or any materials provided by the Company to the User.

7.3 The User shall indemnify and hold harmless the Company from and against any and all direct and consequential loss, damage, liability, cost, or expense that the Company may incur by reason of or in connection with the User’s activities in or with BlaBLaGame Website.

7.4 To the maximum extent permitted by Applicable law, in no event shall the aggregate liability of the Company (including the Company’s directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or liability of any other kind, arising out of or relating to the use of or inability to use BlaBlaGame Website, exceed the fees paid by you to the Company during the 12 (twelve) months immediately preceding the date of claim giving rise to such liability.

VIII. THE USER’S DEVICE

8.1 You acknowledge and agree that, in connection with your use of the Services through Website, you shall be responsible for the following, at your own cost:

8.2 Obtaining all necessary hardware, software and communication services necessary for your use of the Website in accordance with the Terms;

8.3 Installing antivirus on your device to protect against any security or other vulnerabilities which may arise in connection with your use of the Website in accordance with the Terms.

8.4 Without prejudice to the foregoing, the Company assumes that any and all instructions received from your device on the Website have been made by the rightful owner. You are solely responsible and liable for keeping your device safe and maintaining adequate security and control of your username, password and shall be likewise solely responsible for any access to and use of your account on the Website through your device, notwithstanding that such access may have been effected without your knowledge, authority or control.

IX. TERM AND TERMINATION, MODIFICATIONS

9.1 The Terms shall remain in full force and effect while the User uses BlaBlaGame Website.

9.2 The Company reserves the right to, in its sole discretion and without notice or liability, deny access to and use of BlaBlaGame Website and the Services (including blocking certain IP addresses) to any person for any reason or for no reason. In this case the Company should transfer all the User's funds that are in the User's account to the date when the User account is deleted to the User's another crypto wallet outside of BlaBlaGame website.

9.3 If the Company terminates or suspends the User's account the User is prohibited from registering and creating a new account under the User's real name, a fake name, or the name of any third party. In addition to terminating or suspending the User's account, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

9.4 The User can also delete his or her account at the personal account page. After confirmation of the user account deletion the User loses the right to claim a payment of any unpaid confirmed remuneration on BlaBlaGame website.

9.5 The Company reserves the right to modify the Terms at any time at the Company's sole discretion. The Company will notify the User about amendments by automatic notification on the Website, but will not ask any actions to confirm that the User agrees. If the User does not agree with the new amended version, the User must immediately discontinue his or her access to BlaBlaGame Website and stop use all the

Services. If the User continues to use the Services, the amended Terms have legal force for the User and his or her actions will constitute acceptance of the amended Terms.

X. MISCELLANEOUS

10.1 Force Majeure. If by reason in whole or in part of any Force Majeure Event, either you or the Company is delayed or prevented from complying with the Terms, then such delay or non-compliance shall not be deemed to be a breach of the Terms and no loss or damage shall be claimed by you or the Company by reason thereof.

10.2 Taxes. It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority.

10.3 Severability, Reformation. In the event that any provision of the Terms is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of the Terms is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of the Terms will, where possible, be interpreted so as to sustain its legality and enforceability.

10.4 Assignment. The Terms shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations under the Terms without the Company's prior written consent, which may be withheld in the Company's sole discretion. The Company may assign rights or delegate duties under the Terms in its sole discretion.

10.5 Relationship of the Parties. Nothing in the Terms is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship.

10.6 Entire agreement. The Terms constitutes the entire agreement among the Parties with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, among the Parties.

10.7 Contact Information. For any purpose other than technical support requests, you may contact the Company by official email pointed out on the Website.

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