

TERMS AND CONDITIONS

These Terms and Conditions (these "**Terms**") govern your purchase of FLIP tokens (the "**Tokens**" or "**FLIP**") from Ijji, Inc. (doing business as "Gameflip"), a corporation organized under the laws of the State of Delaware, USA ("**Gameflip**," "**we**," or "**us**").

Each of you and Gameflip may be referred to as a "**Party**" and, together, the "**Parties**", in these Terms. By purchasing the Tokens, you agree to be bound by these Terms and all terms incorporated by reference.

You and Gameflip agree as follows:

1. Eligibility.

The Token sale is only available to purchasers who are: (i) not "U.S. Persons" (as defined in Regulation S under the U.S. Securities Act of 1933, as amended) and not purchasing for the account or benefit of any U.S. Persons and (ii) eligible to purchase the Tokens under the applicable laws of each such purchaser's jurisdiction ("**Eligible Purchasers**"). In addition to other representations, warranties and covenants set forth in these Terms, you represent and warrant that you are an Eligible Purchaser.

2. Purchase and Sale of the Tokens.

(a) The price for the Tokens and certain related terms and conditions are set forth in Exhibit A.

(b) You acknowledge and agree that, by accepting these Terms and sending Ethereum (ETH) to Gameflip's smart contract system code for FLIP (the "**Smart Contract Code**") as set forth on our website at tokensale.gameflip.com (the "**Website**"), you create a binding obligation to purchase the corresponding amount of Tokens. Further, you agree to the Smart Contract Code as published on the Website, which is incorporated by reference. You confirm that you have carefully reviewed and fully understand the Smart Contract Code and its functions.

(c) Immediately upon accepting these Terms, you must send an amount of ETH that corresponds to the amount of Tokens that you are purchasing, from your ETH wallet (the "**Purchaser Wallet**") to the Smart Contract Code. If you fail to make such payment immediately, Gameflip reserves the right to declare your acceptance of these Terms to be void and to refuse to accept any later attempt by you to pay the purchase price.

3. Delivery of the Tokens.

(a) Upon receipt of your ETH as confirmed by the Ethereum network and successful validation of other conditions (e.g., date, time, availability of the Tokens, etc., and collectively the "**Conditions**"), the amount of Tokens for which you paid will be minted per the Smart Contract Code. Such Tokens will be available for viewing in the Purchaser Wallet, but will be locked (i.e., not transferable to another wallet) until a week after the end of the Token Main Sale, as described in Exhibit A.

(b) In the event of unsuccessful validation of the Conditions or unsuccessful execution of the Smart Contract Code, the amount of ETH sent by you will be refunded, less any fees in ETH charged for transaction execution by the Ethereum Network. Except as expressly set forth in these Terms or as may be required by applicable law or regulation, there are no refunds or cancellations, and all Token purchases are final.

(c) Gameflip is not responsible for any delays, losses, costs, expenses, or other issues caused by you or the Purchaser Wallet.

4. Purpose and Use of the Tokens.

(a) The purpose of the Tokens is to facilitate the buying and selling of gaming digital goods (the "**Services**") in a blockchain-based decentralized ecosystem (the "**Ecosystem**"). Additional information regarding the Ecosystem, the Services, and Gameflip is further described in a White Paper available at tokensale.gameflip.com/static/Gameflip_whitepaper.pdf (the "**White Paper**"). While Gameflip intends to develop the Ecosystem as described in the White Paper, Gameflip may opt to develop components of the Ecosystem in a manner that varies from its current intent, as necessary or desirable in light of business or technical considerations.

(b) Gameflip shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which you may suffer, sustain or incur, arising out of or relating to the Ecosystem or your use thereof or any third-party uses of the Ecosystem.

(c) Purchase, ownership, receipt, or possession of the Tokens carries no rights, express or implied, other than the right to use the Tokens as a means to enable usage of and interaction with the Services enabled by the Ecosystem, if the Ecosystem is successfully completed and deployed. The Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Gameflip. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

(d) The Tokens will be delivered to you as ERC-20 compliant Ethereum network tokens. Following your purchase of the Tokens, if you elect to transfer the Tokens from the Purchaser Wallet to another wallet, the wallet to which the Tokens are transferred must be compatible with Ethereum ERC-20 tokens.

5. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with purchasing the Tokens, owning the Tokens, and using the Tokens for the Services in the Ecosystem, including without limitation as disclosed and explained in Exhibit B. YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

6. Gameflip Representations and Warranties. Gameflip represents and warrants that:

(a) Gameflip is a duly organized and validly existing corporation under the laws of the State of Delaware, USA.

(b) Gameflip has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(c) The performance of these Terms by Gameflip does not and will not conflict with its Certificate of Incorporation or any agreement or contractual obligations to which Gameflip is bound.

(d) These Terms constitute legal, valid and binding obligations of Gameflip, enforceable against Gameflip in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

7. Your Representations and Warranties and Covenants. You represent, warrant and covenant that:

(a) You have sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and

blockchain technology to understand these Terms and the risks and implications of purchasing the Tokens.

(b) You understand the risks associated with the creation, development, release, and use of the Tokens, and you acknowledge and assume all such risks. You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase the Tokens.

(c) You understand that the Tokens confer only the right to receive Services in the Ecosystem and confer no other rights of any form with respect to the Ecosystem or Gameflip, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(d) You are purchasing the Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with Gameflip and the Ecosystem. You are not purchasing the Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose.

(e) You are an Eligible Purchaser (as defined in Section 1 (Eligibility) of these Terms). Until and unless the Tokens have become fully functioning and utilizable to purchase gaming digital goods in a decentralized ecosystem as contemplated by the White Paper, you will not resell, directly or indirectly, any Tokens to any U.S. Persons.

(f) Your purchase of the Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with Gameflip, and (ii) any governmental or other consents that may need to be obtained.

(g) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of the Tokens.

(h) If you are purchasing the Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly). You further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

(i) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Services.

(j) You will at all times maintain control of the Purchaser Wallet, and you will not share or disclose the account credentials associated with the Purchaser Wallet with any other party. If you transfer the Tokens from the Purchaser Wallet into another wallet, you will likewise at all times maintain control of such other wallet, and you will not share or disclose the account credentials associated with such other wallet with any other party.

8. Security.

You are responsible for implementing reasonable measures for securing the Purchaser Wallet and any other wallet, vault or other storage mechanism you use to receive and hold the Tokens, 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. Gameflip shall not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure the wallet, vault or other storage mechanism you use to receive and hold the Tokens or the relevant access credentials; or (ii) the loss of or unauthorized use of any of your access credentials.

9. Personal Information.

Gameflip may determine, in its sole discretion, that it is necessary to obtain certain information about you or (if relevant) your beneficiaries, shareholders, beneficial owners, partners, directors, officers or any other individuals connected to you in order to complete the Token sale or provide the Services, or in order to comply with applicable laws or regulations or requests of any regulator in any relevant jurisdiction, in connection with selling the Tokens to you or providing the Services. You agree to provide Gameflip such information promptly upon request, and any information you provide in respect of any third-party individuals may be collected, used and disclosed by Gameflip in order for Gameflip to complete the Token sale or provide the Services, or to comply with laws or regulations or requests of any regulator in any relevant jurisdiction. You acknowledge that Gameflip may refuse to sell the Tokens to you or to provide Services, until you provide such requested information and Gameflip has determined that it is permissible to sell you the Tokens and to provide the Services under applicable laws or regulations.

10. Taxes.

Any amounts that you pay for the Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of the Tokens, including, for example, sales, use, value added, and similar taxes. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Gameflip is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of the Tokens.

11. Indemnification.

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Gameflip and its employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Gameflip Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms or any breach of your representations, warranties or covenants, or (iv) your violation of any applicable law or any rights of other person or entity.

(b) Gameflip reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section.

12. Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND GAMEFLIP EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (B) GAMEFLIP DOES NOT REPRESENT OR

WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) GAMEFLIP CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL GAMEFLIP OR ANY OF THE GAMEFLIP PARTIES BE LIABLE FOR LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF GAMEFLIP AND THE GAMEFLIP PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED AN AMOUNT THAT EQUALS THE LOWER OF USD\$1,000 OR YOUR PURCHASE PRICE.

14. Miscellaneous.

(a) Any dispute or controversy relating to these Terms which cannot be resolved between the Parties shall be submitted to arbitration in Santa Clara County, California, USA by a single arbitrator selected by the Parties and such arbitration shall be conducted in English and pursuant to the Rules of Arbitration of the International Chamber of Commerce. If the Parties are unable to agree in a single arbitrator within ten (10) business days of submission for arbitration, the matter shall be settled by a panel of three (3) arbitrators, and each Party will choose one (1) arbitrator of such panel and such chosen individuals will choose the third arbitrator. Any decision or award of such arbitral panel shall be final and binding upon the Parties to the arbitration proceeding. These Terms shall be governed by and construed in accordance with the laws of the State of California, USA without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. All proceedings and submissions shall be in the English language.

(b) If any term, clause or provision of these Terms is held to be unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

(c) Neither Party shall be deemed in default of these Terms to the extent that performance of its respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, non-performance of any of agents or third party providers (including, without limitation, internet service providers), any event or occurrence that causes a disruption in the functionality of the Ethereum network, or any other cause beyond the control of such Party.

(d) Neither these Terms nor the rights contained herein may be assigned, by operation of law or otherwise, by either Party without the prior written consent of the other; provided, however that Gameflip may assign these Terms in whole, without your consent, (i) in connection with a reincorporation to change Gameflip's domicile, (ii) in connection with any sale of all or substantially all of Gameflip's assets, or (iii) to any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more

than fifty percent (50%) of the combined voting power of Gameflip, or otherwise acquiring Gameflip's voting control.

(e) The exhibits to these Terms are a part of, and are hereby incorporated into, these Terms. In the event of any inconsistency between these Terms and the exhibits to these Terms, the terms and conditions contained in these Terms shall control. Information in the White Paper, the Website, or any other Gameflip websites are of a descriptive nature only, and do not, unless explicitly incorporated herein, form part of these Terms.

EXHIBIT A

PRICING AND RELATED TERMS

Section 7 (Token Crowdsale and Distribution) of the White Paper is hereby incorporated by reference in full. Below are excerpts from said Section 7, provided for ease of reference only.

Pricing

- Base rate
 - The price of each 1 FLIP will be 0.005 ETH. (1 ETH will purchase 200 FLIPs.)
- Bonuses
 - Bonuses are offered based on the timing and amount of token purchased, up to 340 FLIPs per 1 ETH. Please see below sections for details.

Distribution

The supply of FLIP will be capped at 100 million. They will be distributed as follows:

Distribution of FLIP	
Token Sale (Pre-Sale and Main Sale Total)	43,200,000
Network Growth	40,000,000
Gameflip	14,000,000
Advisors and Partners	2,800,000
Total	100,000,000

Token Pre-Sale

The token pre-sale will take place as follows:

- Start: October 13, 2017, at 1900 UTC
- End: October 27, 2017, at 1900 UTC
- Currency accepted: ETH
- Bonuses:

Purchase Amount	Bonus	Final Rate – Number of FLIPs per ETH
>= 5,000 ETH	70%	340
>= 3,000 ETH	60%	320
>= 1,000 ETH	50%	300
>= 100 ETH	40%	280
>= 3 ETH	30%	260

- Minimum amount per purchaser: 3 ETH

Token Main Sale

The main sale will take place as follows:

- Start: December 4th, 2017, at 1900 UTC
- End: January 29th, 2017, at 1900 UTC
- Currency accepted: ETH

- Bonuses:

Time Period	Bonus	Final Rate – Number of FLIPs per ETH
Dec 4th, 2017 at 1900 UTC to Dec 18th, 2017 at 1859:59 UTC	25%	250
Dec 18th, 2017 at 1900 UTC to Jan 1st, 2018 at 1859:59 UTC	15%	230
Jan 1st, 2018 at 1900 UTC to Jan 15th, 2018 at 1859:59 UTC	10%	220
Jan 15th, 2018 at 1900 UTC to Jan 29th, 2018 at 1900 UTC	0%	200

- Minimum amount per purchaser: 0.1 ETH
- Maximum total number of tokens for the pre-sale and main sale: 43,200,000. Unsold tokens at the end of the crowdsale will be discarded.
- The main sale will end at the earliest of the following events: (i) 72 hours after 30,000 ETH is achieved or (ii) 43,200,000 FLIP tokens are purchased or (iii) the end date of January 29th, 2018 at 19:00 UTC is reached.

EXHIBIT B

RISK FACTORS

There are numerous risks associated with the Tokens. You are urged to consider carefully the risks described herein, in addition to other information publically available regarding the risks associated with digital assets and blockchain technologies generally, before deciding to purchase, use, or hold the Tokens.

The Tokens represent new technology that is not fully proven.

The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use them. The functionality of the Tokens is complex and will require enhancements and product support over time. Full functionality may take longer than expected. The full functionality of the Tokens is not yet complete and no assurance can be provided of such completion.

The Tokens and the Ecosystem, as may be developed, may not meet your expectations.

The Tokens and the Ecosystem are under development and may undergo significant changes before completion. Your expectations regarding their form and functionality may not be met upon completion, if at all.

The Tokens may be subject to malfunction or function in an unexpected or unintended manner.

The Tokens, and any network with which the Tokens are interacting, may malfunction or function in an unexpected or unintended manner. This may be caused by the Token itself, the Ethereum protocol, other networks, or a number of other causes, some of which are unforeseeable. Any malfunction or unintended function could result in the complete loss of the Tokens.

Smart contracts are subject to limitations.

Smart contract technology is still in its early stages of development, and its application is experimental in nature. This carries significant operational, technological, regulatory, reputational, and financial risks. Smart contracts may contain flaws, vulnerabilities, or other issues, which may cause technical problems or the complete loss of the Tokens.

Loss of private keys may render your Tokens worthless.

If a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, you will not be able to access the blockchain asset associated with the corresponding address, and the FLIP decentralized network will not be capable of restoring the private key. Any loss of private keys relating to digital wallets used to store blockchain assets could have an adverse effect on you and your Tokens.

The Tokens and the Ecosystem may be subject to security weaknesses, hacking, and theft.

Hackers or other groups or organizations may attempt to interfere with Gameflip, the Tokens, and your digital wallet in any number of ways, including denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. There is a risk that the Tokens and the technology infrastructure may include security weaknesses or bugs, which may interfere with the use, or cause the complete loss, of the Tokens.

The Ethereum blockchain, which will be used for the Tokens, is susceptible to mining attacks.

The Ethereum blockchain, which will be used for the Tokens, is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks, as well as other new forms of attack that may be created. Any successful attacks present a risk to the Tokens. Mining attacks may also target other blockchain networks with which the Tokens interact, which may consequently significantly impact the Tokens.

A lack of users or technical issues may decrease or eliminate the value of the Tokens.

It is possible that the Tokens and the Ecosystem will not generate a sufficient number of users. Further, the infrastructure may never be completed, released, or become operational due to technical or other issues. These or other unforeseen factors may significantly decrease or eliminate any value of the Tokens. Gameflip does not guarantee any specific value of the Tokens.

There are no governance rights associated with the Tokens.

Because the Tokens confer no governance rights of any kind with respect to Gameflip or the Ecosystem, all decisions involving Gameflip or the Ecosystem will be made by Gameflip at its sole discretion. These decisions could adversely affect the Ecosystem and the utility of any Tokens you own, including their utility for obtaining Services.

The Tokens are intended to be used within the Ecosystem only.

The Tokens are intended to be used solely within the Ecosystem. Gameflip does not undertake to support or facilitate external valuation or secondary trading of the Tokens. Even if secondary trading of the Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to the Tokens, such value may be extremely volatile, may be significantly influenced by microeconomic and macroeconomic market factors, and may diminish to zero.

The regulatory status of the Tokens is still being developed and evolving.

The regulatory status of the 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 Ecosystem and the 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 Ecosystem and the Tokens. Regulatory actions could negatively impact the Ecosystem and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the 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. We 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.

A lack of a central regulatory authority and structure and the global nature of digital assets and blockchain technologies limit legal remedies and recourses.

Because there is a lack of a central regulatory authority and structure and due to the global nature of digital assets and blockchain technologies, you may have no legal remedies or recourse against

Gameflip, other users, holders, purchasers or sellers of the Tokens, and any other person or entity that may interfere with the Tokens or your digital wallet.

The tax characterization of the Tokens is uncertain.

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