SOL DIGITAL LTD - TOKEN ACCESS AND PARTICIPATION TERMS

Last Updated: 10 October 2025

Governing Law: British Virgin Islands

Arbitration: BVI International Arbitration Centre (BVI IAC)

PREAMBLE

These Token Access and Participation Terms (the "**Terms**") govern access to and participation in the offshore distribution of the $PLAY token (the "**Token**"), issued and offered exclusively by Sol Digital Ltd, a company incorporated under the laws of the British Virgin Islands as a BVI Business Company, with registered office is SR Corporate Services Limited, Wattley Building, 2nd Floor, 160 Main Street, P.O. Box 3410, Road Town, Tortola, British Virgin Islands (the "**Company**").

By connecting a wallet, submitting an order, remitting consideration in cryptocurrency, or otherwise interacting with the sale interface, you ("**you**," the "**Participant**," or the "**Purchaser**") acknowledge that you have read, understood, and agree to be legally bound by these Terms in full.

Participation is permitted only outside the European Union / European Economic Area, the United Kingdom, the United States, and any other sanctioned or restricted jurisdiction as described below.

THE TOKEN SALE IS CONDUCTED UNDER BRITISH VIRGIN ISLANDS LAW AND DOES NOT CONSTITUTE (A) AN OFFER TO THE PUBLIC OF CRYPTO-ASSETS WITHIN THE MEANING OF REGULATION (EU) 2023/1114 ("MICA"), (B) A FINANCIAL PROMOTION OR REGULATED ACTIVITY UNDER THE UK FINANCIAL SERVICES AND MARKETS ACT 2000, OR (C) AN OFFER OR SALE OF SECURITIES UNDER THE U.S. SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW.

These Terms form a legally binding agreement between you and the Company. If you do not agree to all provisions herein, you must not access the interface or participate in any way.

The Token sale is intended solely for persons who are not located in, resident in, domiciled in, or otherwise subject to the laws or regulatory jurisdiction of the European Union, the European Economic Area, the United Kingdom, the United States, or any country or territory subject to comprehensive sanctions as identified in the public consolidated sanctions lists maintained by the United Nations, the European Union, the United Kingdom (OFSI), and the United States (OFAC) (collectively, the "**Prohibited Jurisdictions**"). PARTICIPATION CONTRARY TO THESE RESTRICTIONS IS VOID AB INITIO AND MAY BE CANCELLED WITHOUT REFUND.

The Company implements a risk-based compliance framework, including geolocation controls, wallet-address screening, transaction analytics, and other measures consistent with international sanctions-compliance standards, to reduce the risk of participation from Prohibited Jurisdictions. These controls do not transfer responsibility away from the Participant: any attempt to circumvent such controls (including through VPN, proxy, or other technical obfuscation) constitutes a material breach of these Terms and may result in denial or revocation of token allocation.

The Token is a digital utility token designed exclusively for use within the Play Solana ecosystem (including its hardware, software, and associated game platform). It is not a share, security, or other regulated financial instrument. Holders of the Token have no equity, governance, dividend, profit-sharing, or other financial rights in the Company or any affiliated entity.

Any white paper, technical paper, website, or other material published by the Company or its partners ("**Token Documentation**") is provided for informational purposes only and does not form part of these Terms or create contractual rights or obligations. In the event of conflict, these Terms prevail.

1. INTERPRETATION AND DEFINITIONS

1.1. Construction. Headings are for convenience only and shall not affect interpretation. Words importing the singular include the plural and vice versa; references to a gender include all genders. References to laws or regulations include any amendments or successors in force at the relevant time. References to "person" include any natural or legal person, partnership, or other entity, wherever incorporated or established.

1.2. "Accepted Consideration" means payment exclusively in SOL or, where expressly enabled by the Company, USDC on the Solana network. Fiat payments or stablecoins on other networks are not accepted. Any payment not meeting these criteria may be rejected or returned at the payer's cost.

1.3. "Access Interface" means the web interface, API, and on-chain programs through which Participants connect a compatible wallet, submit attestations, and settle transactions for the offshore distribution of Tokens administered for and on behalf of the Company.

1.4. "Allowlist" means the technical registry of wallet addresses that have (a) completed the attestation and acceptance process required under these Terms, (b) been approved or registered to participate in the Token Sale under one or more access phases defined by the Company, and (c) been recorded by the Company as eligible to receive Tokens. Transactions from wallets not appearing on the Allowlist may be blocked automatically.

1.5. “Attestation” means the on-screen declaration and checkbox confirmation by which a Participant represents and warrants compliance with these Terms, including that the Participant (a) is not a “U.S. person” as defined in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, (b) is not located in, resident in, or subject to any Prohibited Jurisdiction, and (c) acquires Tokens solely for utility within the Play Solana ecosystem.

1.6. “Compliance Screening” means any automated or manual process performed by or on behalf of the Company to mitigate illicit finance, sanctions, or abuse risk, without necessarily collecting identity documents. Such screening may include wallet-address analytics, blockchain-forensics data, sanctions-list checks, geolocation, device and network telemetry, proxy/VPN detection, or other comparable methods. Screening is applied on a risk-based basis consistent with guidance published by the U.S. Office of Foreign Assets Control (OFAC), the U.K. Office of Financial Sanctions Implementation (OFSI), the European Union, and the United Nations.

1.7. “Prohibited Jurisdictions” means (a) the European Union / European Economic Area, the United Kingdom, and the United States; and (b) any country, region, or territory that is, at any time, subject to comprehensive trade, financial, or economic sanctions as reflected in the public consolidated sanctions lists maintained by OFAC, OFSI, the EU, or the UN. Access or participation from, or on behalf of persons in, Prohibited Jurisdictions is strictly prohibited, including where attempted through virtual-private networks, proxies, or other technical circumvention tools.

1.8. “Prohibited Persons” means (a) any individual or entity appearing on the public consolidated sanctions lists of OFAC, OFSI, the EU, or the UN; (b) any individual or entity owned 50 percent or more, directly or indirectly, or otherwise controlled by such a sanctioned person; (c) any person resident, domiciled, incorporated, or otherwise established in a Prohibited Jurisdiction; or (d) any person otherwise prohibited from transacting with the Company under applicable law. Prohibited Persons may not access the sale interface or acquire Tokens, and any attempt to do so constitutes a material breach of these Terms.

1.9. “Sale Window” means the limited period during which Participants may submit orders and transfer Accepted Consideration to acquire Tokens directly from the Company through the Access Interface, commencing on 13 October 2025 and ending on 15 October 2025, or such other period as the Company may announce in accordance with these Terms.

1.10. “TGE (TOKEN GENERATION EVENT)” means the on-chain event, expected to occur on or after 27 October 2025, at which the initial distribution of the Token may take place. The timing, structure and technical parameters of the TGE shall be determined at the Company’s discretion and may be modified, postponed or executed in stages, depending on operational, market and regulatory conditions. Participants who have completed the process defined herein will become eligible to claim their allocations to a verified wallet address.

1.11. "Wallet" means a non-custodial digital wallet under the Participant's sole control that is compatible with the Solana network and that has been successfully allow-listed in accordance with these Terms. Custodial wallets or wallets controlled by third parties are not eligible to participate.

1.12. "Token Documentation" means any white paper, technical paper, or similar publication concerning the Token, the Play Solana ecosystem, or the Company's activities, which may be issued from time to time for informational purposes. Token Documentation is expressly non-contractual and does not create warranties, representations, or obligations beyond those set out in these Terms.

1.13. "Sanctions Lists" collectively refers to the OFAC SDN and SSI Lists, the U.K. OFSI Consolidated List, the EU Consolidated Financial Sanctions List, and the UN Sanctions Lists, as each may be updated or replaced from time to time. References to these lists in these Terms shall include any successor lists or consolidated databases publicly maintained by the relevant authorities.

2. ELIGIBILITY AND ACCESS RESTRICTIONS

2.1. Minimum Age and Capacity. Participation in the Token Sale is permitted only for individuals who (a) have reached the age of majority under the laws applicable in their jurisdiction and (b) have full legal capacity to enter into binding contracts. By accepting these Terms, you confirm that you meet these requirements and that you act on your own behalf, not as agent, nominee, trustee, or representative of another person or entity. If you accept on behalf of a legal entity, you represent that you are duly authorised to bind that entity and that all representations made herein are true in respect of that entity.

2.2. Eligibility. Participation is permitted ONLY BY PERSONS WHO ARE PHYSICALLY LOCATED OUTSIDE, AND ARE NOT RESIDENTS OR NATIONALS OF, ANY PROHIBITED JURISDICTION. YOU MUST NOT ACCESS OR ATTEMPT TO ACCESS THE SALE INTERFACE WHILE IN A PROHIBITED JURISDICTION, NOR USE A VIRTUAL-PRIVATE NETWORK (VPN), PROXY, OR OTHER TECHNOLOGICAL MEANS TO MASK OR FALSIFY YOUR LOCATION. Any attempt to circumvent these restrictions constitutes a material breach of these Terms and may result in denial or cancellation of participation without refund.

2.3. Regulation S and Equivalent Exemptions. The Token Sale is intended to comply with REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933 AS

AN OFFSHORE TRANSACTION NOT INVOLVING ANY "U.S. PERSON" (AS DEFINED IN RULE 902(k)) AND NOT TARGETED TO THE UNITED STATES. YOU REPRESENT AND WARRANT THAT YOU ARE NOT A U.S. PERSON, ARE NOT PHYSICALLY LOCATED IN THE UNITED STATES, AND WILL NOT RESELL OR TRANSFER TOKENS TO ANY U.S. PERSON OR INTO THE UNITED STATES EXCEPT IN FULL COMPLIANCE WITH APPLICABLE LAW.

2.4. MiCA and FCA Exclusions. The Token Sale is conducted entirely outside the EUROPEAN UNION, EUROPEAN ECONOMIC AREA, AND THE UNITED KINGDOM. IT DOES NOT CONSTITUTE AN "OFFER TO THE PUBLIC OF CRYPTO-ASSETS" WITHIN THE MEANING OF ARTICLES 2(1) AND 4(1) OF REGULATION (EU) 2023/1114 (MICA), NOR A "FINANCIAL PROMOTION" UNDER THE UK FINANCIAL SERVICES AND MARKETS ACT 2000. NO DOCUMENTATION RELATING TO THE TOKEN SALE HAS BEEN APPROVED OR REGISTERED WITH ANY EU OR UK AUTHORITY. By participating, you acknowledge that you act outside the EU/EEA/UK and are not entitled to any regulatory protections available in those jurisdictions.

2.5. Prohibited Jurisdictions and Sanctioned Parties. You represent and warrant that you are not a citizen, resident, or person subject to the jurisdiction of any Prohibited Jurisdiction; that you are not identified on, owned or controlled by, or acting on behalf of any person appearing on, a SANCTIONS LIST; and that you are not otherwise prohibited from transacting under applicable sanctions laws. PARTICIPATION BY ANY SUCH PERSON IS VOID AND ANY TOKENS ALLOCATED IN VIOLATION OF THIS CLAUSE MAY BE CANCELLED OR NULLIFIED WITHOUT REFUND.

2.6. Verification and Discretion. The Company and its appointed technical service providers may perform any checks deemed necessary to verify compliance with these Terms, including (a) IP-based and network-based verification, (b) wallet screening through reputable blockchain-analytics providers, and (c) attestation-log review. The Company retains absolute discretion to approve, reject, suspend, or cancel participation where there is a reasonable basis to suspect breach of these Terms, circumvention of technical controls, or association with illicit-finance risk. THE COMPANY RESERVES THE RIGHT TO DENY OR REVOKE TOKEN ALLOCATION AT ANY TIME PRIOR TO SETTLEMENT IF SUCH RISK IS IDENTIFIED.

2.7. No Obligation to Accept Participation. Participation in the Token Sale is a privilege, not a right. The Company may decline to process or complete any purchase, even after receipt of consideration, if it determines, acting reasonably, that the transaction would violate these Terms, applicable law, or sanctions restrictions. In such case, the Company may (a) refund the relevant payment, net of any blockchain or administrative costs, or (b) cancel the allocation. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS OR COST ARISING FROM ANY SUCH REFUSAL, DELAY, OR CANCELLATION.

2.8. Accuracy of Information and Representations. All representations and information provided by you, whether through the sale interface, attestation process, or any related communication, must be true, accurate, and complete in all material respects. ANY MISREPRESENTATION, OMISSION, OR FALSE STATEMENT BY YOU IS A MATERIAL BREACH OF THESE TERMS and may result in immediate disqualification and forfeiture of any Token allocation without refund.

2.9. Continuing Compliance. Your eligibility and compliance obligations under these Terms continue through completion of Token delivery. If at any time prior to or following the Token Generation Event the Company determines that you have violated, or are likely to violate, these Terms or any applicable sanctions law, the Company may freeze, cancel, or nullify the relevant Token allocation and take such actions as it considers necessary to comply with law or regulatory guidance. THE COMPANY SHALL HAVE NO OBLIGATION TO COMPENSATE YOU FOR ANY RESULTING LOSS.

2.10. Acknowledgement of Participant Responsibility. You acknowledge and agree that it is your sole responsibility to ensure that your participation in the Token Sale is lawful under the laws of your jurisdiction. The Company makes no representation that the Token Sale, or participation therein, is appropriate or available in any location. YOU PARTICIPATE AT YOUR OWN RISK AND ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER SUCH PARTICIPATION IS LEGAL IN YOUR COUNTRY OR TERRITORY.

3. PAYMENTS AND TOKEN DELIVERY

3.1. Accepted Consideration. Payments for Tokens may be made only in SOL or, where expressly enabled by the Company, USDC on the Solana network. Fiat currencies and other crypto-assets are not accepted. ANY PAYMENT MADE IN ANY OTHER ASSET OR NETWORK MAY BE REJECTED OR RETURNED AT YOUR SOLE COST AND RISK.

3.2. Payment Method and Timing. You must remit the Accepted Consideration to the wallet address or on-chain program specified by the Company through the Access Interface within the Sale Window. Transactions sent after the Sale Window closes will not be processed. The Company is not responsible for late, lost, or misdirected transfers resulting from incorrect addresses, incompatible wallets, or network congestion.

3.3. Irrevocability. All payments are FINAL AND IRREVOCABLE once submitted on-chain. Tokens are non-refundable and non-exchangeable. YOU UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO REFUND OR CANCELLATION WILL BE MADE FOR ANY

REASON, INCLUDING BUT NOT LIMITED TO TRANSACTION ERRORS, NETWORK FAILURES, OR VOLATILITY IN TOKEN VALUE.

3.4. Network Fees and Settlement Risk. You are solely responsible for all network transaction fees (“gas”) and for verifying that the transfer has been properly executed on the Solana blockchain. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS OF FUNDS DUE TO USER ERROR, NETWORK CONGESTION, WALLET MALFUNCTION, OR THIRD-PARTY FAILURE. All settlements are considered complete when the corresponding on-chain transaction reaches the minimum number of network confirmations determined by the Company in its discretion.

3.5. Title and Delivery. Title to Tokens passes to the Participant only upon successful settlement of payment and issuance to a verified Allowlist wallet. Tokens will be delivered solely to the wallet address provided during attestation and may not be redirected or substituted. The Company is not responsible for Tokens sent to incorrect or incompatible addresses.

3.6. Delivery Schedule. Token allocation and delivery shall take place only after the close of the Sale Window and in accordance with the timeline communicated by the Company from time to time. The initial Token Generation Event (“**TGE**”) is expected to occur on or after 27 October 2025, subject to adjustment, postponement, or staging at the Company’s discretion. Following the TGE, Participants who have successfully completed the process defined herein may claim their allocations through the Access Interface within the period announced by the Company. The Company may revise or extend such dates where required for technical, legal, or operational reasons, and shall have no liability for any modification or delay.

3.7. Refunds and Reversals. Except as expressly provided in these Terms, ALL PAYMENTS MADE TO THE COMPANY ARE FINAL AND NON-REFUNDABLE. The Company may, in its sole discretion, issue a refund only where (a) it determines that payment was received in error and the transaction was not processed, or (b) legal or regulatory obligations require reversal. Any refund shall be made, if practicable, in the same cryptocurrency originally received, net of any applicable network or administrative fees. The Company has no obligation to refund or compensate for any network loss, gas fee, or exchange-rate variation.

3.8. Failed or Rejected Transactions. If a transaction fails to settle or is rejected due to non-compliance, wallet incompatibility, or breach of these Terms, the Company may cancel the allocation. In such cases, no Token will be delivered, and the Participant bears all associated costs and risks. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY CAUSED BY BLOCKCHAIN NETWORK ISSUES, NODE OUTAGES, OR TECHNICAL ERRORS OUTSIDE ITS CONTROL.

3.9. Delivery Contingencies. Delivery of Tokens is subject to successful completion of all compliance and technical checks, including the confirmation that the wallet address is validly registered. The Company may delay or withhold delivery if required to comply with applicable sanctions or regulatory guidance, or if technical circumstances (including network congestion, contract migration, or smart-contract maintenance) prevent timely distribution. THE COMPANY SHALL NOT BE LIABLE FOR ANY DELAY OR LOSS RESULTING FROM SUCH EVENTS.

3.10. No Representations as to Value or Listing. The Company makes no representation, warranty, or undertaking that the Token will have any monetary value, market, or exchange listing, nor that any secondary trading will be available. THE TOKEN IS PROVIDED AS A DIGITAL UTILITY WITHIN THE PLAY SOLANA ECOSYSTEM AND IS NOT DESIGNED FOR INVESTMENT OR SPECULATION.

3.11. Force Majeure. The Company shall not be responsible or liable for any failure or delay in performance under these Terms arising out of or caused by acts beyond its reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, civil unrest, labour disputes, network attacks, blockchain malfunctions, or governmental action. Performance shall be suspended for the duration of such event, and the Company may, if necessary, cancel or modify affected allocations.

3.12. Final Settlement. For accounting and compliance purposes, settlement of each transaction shall be deemed final and complete once confirmed on the Solana network and recorded by the Access Interface as successful. Thereafter, all rights and obligations relating to that transaction shall be governed exclusively by these Terms.

4. USER REPRESENTATIONS AND WARRANTIES

4.1. Independent Decision and Knowledge. You acknowledge that you have read and understood these Terms and that you have made your own independent decision to participate in the Token Sale based on your own knowledge and judgment. You have had the opportunity to consult legal, tax, accounting, and technical advisers of your choice before participating. YOU CONFIRM THAT YOU ARE NOT RELYING ON ANY STATEMENT, REPRESENTATION, OR WARRANTY, WHETHER EXPRESS OR IMPLIED, MADE BY THE COMPANY OR ANY OF ITS AFFILIATES OR PARTNERS THAT IS NOT EXPRESSLY SET FORTH IN THESE TERMS.

4.2. Lawful Participation. You represent and warrant that your access to and participation in the Token Sale complies with all laws and regulations applicable to you, including those relating to sanctions, anti–money laundering, and the purchase, holding, or use of digital assets. You further represent that your participation will not result in any breach of law, regulation, or court order applicable to you. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER YOUR PARTICIPATION IS LAWFUL IN YOUR JURISDICTION.

4.3. Purpose of Acquisition. You represent and warrant that you acquire Tokens solely for your own use and utility within the Play Solana ecosystem, and not as an investment, security, or with any expectation of profit, income, appreciation, or resale. YOU UNDERSTAND THAT THE TOKEN IS A DIGITAL UTILITY AND NOT A FINANCIAL PRODUCT. You agree not to represent the Token as having investment value or any guarantee of future worth.

4.4. No Agency or Reliance. You acknowledge that your relationship with the Company is limited to that of independent contractual counterparties. You are not, and shall not be deemed to be, an agent, partner, or joint venturer of the Company. You agree that no fiduciary, advisory, or other relationship of trust exists between you and the Company.

4.5. Tax Responsibility. You are solely responsible for determining, declaring, and paying any taxes, levies, duties, or similar governmental charges arising out of or relating to your participation in the Token Sale or your holding or use of Tokens. THE COMPANY DOES NOT PROVIDE TAX ADVICE AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY TAX CONSEQUENCES OR REPORTING OBLIGATIONS INCURRED BY YOU.

4.6. No Expectation of Profit or Listing. You represent and acknowledge that you do not expect any profit, return, or financial benefit from holding Tokens, and that no statement made by the Company, its affiliates, or representatives shall be construed as such a representation. You understand that the Token may or may not be listed on any exchange and that THE COMPANY MAKES NO REPRESENTATION OR COMMITMENT THAT THE TOKEN WILL HAVE ANY MONETARY VALUE OR BE TRADED ON ANY MARKET OR PLATFORM.

4.7. Accuracy and Continuity of Representations. All representations, warranties, acknowledgements, and undertakings made by you in these Terms are true, complete, and accurate as of the date of your acceptance and shall remain true, complete, and accurate through to the Token Generation Event and thereafter while you hold any Token. You undertake to notify the Company immediately if any of your representations or warranties becomes inaccurate or incomplete. ANY BREACH OF THIS OBLIGATION MAY RESULT IN CANCELLATION OR VOIDING OF YOUR TOKEN ALLOCATION WITHOUT REFUND.

4.8. No Representation by Third Parties. You acknowledge and agree that no distributor, reseller, affiliate, influencer, or other third party is authorised to make any representation, warranty, or commitment on behalf of the

Company in connection with the Token Sale. The Company disclaims all responsibility for any statement or claim made by unauthorised third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY RELIANCE PLACED ON STATEMENTS MADE BY ANY PERSON OTHER THAN THE COMPANY ITSELF THROUGH THE OFFICIAL SALE INTERFACE OR DOCUMENTATION.

4.9. Legal Capacity and Authority. If you are acting on behalf of a legal entity, you represent that you have full corporate power and authority to bind such entity and that the execution and performance of these Terms have been duly authorised. Participation in the Token Sale does not, and will not, conflict with or result in a violation of any law, regulation, or agreement binding upon you or such entity.

4.10. Acknowledgement of Governing Law and Jurisdiction. You acknowledge that these Terms, and all rights and obligations arising out of or in connection with the Token Sale, are governed by and construed in accordance with the laws of the British Virgin Islands. YOU EXPRESSLY ACCEPT THAT ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL BE RESOLVED EXCLUSIVELY THROUGH ARBITRATION BEFORE THE BVI INTERNATIONAL ARBITRATION CENTRE (BVI IAC) IN TORTOLA, BVI, IN THE ENGLISH LANGUAGE, AND THAT YOU WAIVE ANY RIGHT TO A TRIAL IN ANY OTHER JURISDICTION OR FORUM.

4.11. Survival. The representations and warranties set out in this Section shall survive completion of the Token Sale, the Token Generation Event, and any subsequent use or holding of Tokens by you, and shall continue to bind you for so long as you hold any Token.

5. RISK DISCLOSURES / UTILITY-ONLY STATEMENT

5.1. General Acknowledgement of Risk. You acknowledge and agree that participation in the Token Sale involves risks inherent to blockchain-based systems, digital assets, and decentralised networks. You have conducted your own due diligence and understand the characteristics of the Solana blockchain, including its experimental nature and potential vulnerabilities. YOU PARTICIPATE AT YOUR OWN RISK AND WITHOUT ANY GUARANTEE OR REPRESENTATION FROM THE COMPANY AS TO SUCCESS, FUNCTIONALITY, OR FUTURE PERFORMANCE OF THE TOKEN OR THE NETWORK.

5.2. No Investment Nature or Expectation of Profit. The Token is intended solely to enable interaction with, and access to, features of the Play Solana ecosystem (including its hardware, software, and game platform). IT IS NOT DESIGNED OR MARKETED AS AN INVESTMENT PRODUCT, SECURITY, DERIVATIVE, OR ANY OTHER REGULATED FINANCIAL

INSTRUMENT. THE TOKEN DOES NOT REPRESENT ANY SHARE, EQUITY, DEBT, PROFIT RIGHT, OR INTEREST IN THE COMPANY OR ANY AFFILIATE. You confirm that you do not purchase the Token with the expectation of profit, appreciation, or resale at a higher value.

5.3. Absence of Guarantees. The Company provides the Token “as is,” without any warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose, or non-infringement. THE COMPANY MAKES NO PROMISE OR GUARANTEE THAT THE TOKEN WILL BE USABLE, FUNCTIONAL, OR COMPATIBLE WITH ANY FUTURE VERSION OF THE PLAY SOLANA ECOSYSTEM OR THAT ANY FEATURE OR SERVICE WILL CONTINUE TO BE AVAILABLE.

5.4. Volatility and Liquidity Risks. Digital assets are subject to extreme volatility and may lose value rapidly or become illiquid. THE COMPANY DOES NOT CONTROL, AND CANNOT GUARANTEE, ANY MARKET PRICE OR EXCHANGE LISTING FOR THE TOKEN. THE TOKEN MAY HAVE NO MONETARY VALUE AND MAY NOT BE EXCHANGEABLE FOR ANY OTHER ASSET OR CURRENCY.

5.5. Technological Risks. The Solana network and related smart contracts depend on open-source software, cryptographic protocols, and third-party infrastructure. The operation of these components is beyond the Company’s control. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS ARISING FROM NETWORK FAILURES, FORKS, HACKS, BUGS, SMART-CONTRACT VULNERABILITIES, OR OTHER TECHNICAL MALFUNCTIONS.

5.6. Regulatory Uncertainty. Blockchain technology, digital assets, and related activities are subject to evolving regulation in multiple jurisdictions. The legal character of tokens such as the $PLAY token may change as new laws, regulations, or administrative guidance are issued. THE COMPANY CANNOT GUARANTEE THAT THE TOKEN OR ITS SALE WILL REMAIN LAWFUL IN EVERY JURISDICTION, NOR THAT FUTURE REGULATORY CHANGES WILL NOT ADVERSELY AFFECT THE TOKEN OR YOUR ABILITY TO USE IT. The Company reserves the right to take any action it deems necessary to comply with future legal or regulatory obligations, including suspension, restriction, or modification of token functionality.

5.7. Loss of Access and Custody Risks. You are solely responsible for maintaining the security of your wallet credentials, private keys, and seed phrases. Loss of such credentials will permanently prevent access to Tokens and may render them unrecoverable. THE COMPANY DOES NOT PROVIDE CUSTODIAL OR RECOVERY SERVICES AND CANNOT RESTORE ACCESS TO LOST TOKENS. YOU BEAR THE ENTIRE RISK OF LOSS ARISING FROM LOSS OR COMPROMISE OF YOUR CREDENTIALS.

5.8. Operational and Counterparty Risks. Your participation may involve interaction with third-party services (wallet providers, blockchain explorers, or network validators). These are not operated or controlled by the Company. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ACTION, ERROR, OR OMISSION BY ANY THIRD-PARTY SERVICE PROVIDER, INCLUDING ANY FAILURE THAT RESULTS IN LOSS OR INACCESSIBILITY OF TOKENS OR FUNDS.

5.9. Tax and Accounting Risks. The tax treatment of digital assets remains uncertain in many jurisdictions. You are responsible for determining and fulfilling all tax and reporting obligations applicable to your acquisition, holding, or use of Tokens. THE COMPANY DOES NOT PROVIDE TAX ADVICE AND MAKES NO REPRESENTATION AS TO THE TAX CONSEQUENCES OF PARTICIPATING IN THE TOKEN SALE OR HOLDING TOKENS.

5.10. Change of Law or Enforcement Action. In the event that the Company determines, in its reasonable opinion, that continuing to offer or permit use of the Token may breach any law, regulation, or regulatory guidance, the Company may suspend, modify, or terminate access to the Token or related services. THE COMPANY SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSS RESULTING FROM SUCH SUSPENSION OR TERMINATION WHERE TAKEN IN GOOD FAITH TO COMPLY WITH LAW OR REGULATORY REQUIREMENTS.

5.11. Acknowledgement of Risk. By participating, you acknowledge that you have reviewed and understood all risks described in this Section 5 and that you accept and assume them in full. You further acknowledge that no statement made by the Company or any third party constitutes a promise or assurance of success, liquidity, value, or ongoing support.

6. SANCTIONS AND AML COMPLIANCE

6.1. Risk-Based Compliance Framework. The Company applies a risk-based approach to sanctions and anti-money-laundering (“AML”) compliance consistent with guidance issued by the U.S. Office of Foreign Assets Control (OFAC), the U.K. Office of Financial Sanctions Implementation (OFSI), the European Union, and the United Nations. The framework is designed to mitigate exposure to illicit-finance risk in the context of a non-custodial, offshore token sale, without collecting unnecessary personal data.

6.2. Screening and Monitoring. Transactions and wallet addresses may be screened through reputable blockchain analytics and sanctions-screening vendors to identify potential links to sanctioned entities, high-risk jurisdictions, or illicit-finance indicators. Screening is conducted at the time of participation and may be repeated before or after the Token Generation Event.

6.3. Sanctions Compliance. Participation in the Token Sale is prohibited for any person, entity, or wallet appearing on, or associated with persons appearing on, any of the following public consolidated sanctions lists: (a) OFAC SDN and SSI Lists, (b) U.K. OFSI Consolidated List, (c) E.U. Consolidated Financial Sanctions List, or (d) U.N. Sanctions Lists. THE COMPANY MAY DENY, BLOCK, OR REVERSE ANY TRANSACTION THAT IT REASONABLY BELIEVES VIOLATES, OR MAY VIOLATE, THESE SANCTIONS REQUIREMENTS.

6.4. Enhanced Due Diligence. Where required by applicable law or reasonable risk assessment, the Company may request additional information or confirmations to ensure compliance with sanctions or AML obligations. Failure to provide such information in a timely and accurate manner may result in refusal, suspension, or cancellation of participation. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS ARISING FROM DELAY OR CANCELLATION MADE IN GOOD FAITH TO COMPLY WITH SANCTIONS OR AML LAWS.

6.5. Recordkeeping. The Company maintains limited technical records necessary to demonstrate compliance with its risk-based framework, including (a) transaction identifiers, (b) wallet addresses, (c) timestamps, and (d) screening outcomes. Such records are retained for the minimum period required to evidence compliance and are not used for profiling or marketing.

6.6. Reporting and Cooperation with Authorities. The Company may, where required or reasonably deemed appropriate, report suspicious activity or transaction data to competent authorities or counterpart compliance providers. Such reporting may include on-chain transaction identifiers, wallet addresses, and related metadata, but shall not extend to personal identification data unless required by law. THE COMPANY RESERVES THE RIGHT TO COOPERATE FULLY WITH LAW-ENFORCEMENT, REGULATORY, OR SANCTIONS AUTHORITIES AND TO DISCLOSE ANY INFORMATION NECESSARY TO COMPLY WITH LEGAL OR REGULATORY OBLIGATIONS.

6.7. Termination for Compliance Reasons. If the Company determines, acting reasonably and in good faith, that your participation or continued holding of Tokens may violate sanctions, AML, or other applicable laws, the Company may immediately suspend, restrict, or terminate your participation and, if necessary, freeze or cancel the corresponding Token allocation. THE COMPANY SHALL HAVE NO OBLIGATION TO COMPENSATE OR REFUND ANY AMOUNT IN SUCH CIRCUMSTANCES WHERE TERMINATION IS MADE IN GOOD-FAITH COMPLIANCE WITH LAW OR REGULATORY REQUIREMENTS.

6.8. Prohibition on Circumvention. You must not use any intermediary, nominee, structure, or technical device designed or intended to circumvent these sanctions and AML provisions. Any such attempt will be treated as a material breach of these Terms. THE COMPANY MAY NULLIFY OR CANCEL ANY TRANSACTION OR TOKEN ALLOCATION SUSPECTED OF INVOLVING CIRCUMVENTION WITHOUT NOTICE OR REFUND.

6.9. No Obligation to Monitor Continuously. The Company's screening and monitoring procedures are designed to reduce, not eliminate, compliance risk. You acknowledge that the Company does not continuously monitor blockchain activity and that THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE TO DETECT OR PREVENT UNLAWFUL CONDUCT, PROVIDED THAT IT ACTS IN GOOD FAITH AND CONSISTENTLY WITH ITS RISK-BASED FRAMEWORK.

6.10. Severability of Compliance Measures. If any part of this Section 6 is found unenforceable under applicable law, the remaining provisions shall remain in effect to the fullest extent permissible, and the Company's right to apply equivalent risk-based controls shall continue.

7. DATA LOGGING AND PRIVACY

7.1. Operator and Data Processing. The Access Interface used for the Token Sale is operated within the Play Solana ecosystem as part of its technical infrastructure. Limited technical data generated through that interface may be collected and processed for access control and compliance evidence. Such data may be made available to the Company solely to verify participation eligibility and maintain compliance records.

7.2. Limited Data Processing. The Company operates the Token Sale through a non-custodial, decentralised infrastructure that does not require the collection of personal data such as names, identification numbers, or contact details. However, for compliance and operational security, certain technical data may be automatically logged when you interact with the Access Interface, including:

7.2.1. blockchain transaction identifiers;

7.2.2. wallet public addresses;

7.2.3. IP address, country, and timestamp of connection; and

7.2.4. attestation or acceptance logs confirming your representations under these Terms.

7.3. Purpose of Processing. This limited data processing is carried out solely for the purposes of:

7.3.1. enforcing eligibility and sanctions restrictions under Section 2 and Section 6;

7.3.2. evidencing acceptance of these Terms;

7.3.3. detecting and preventing abuse, fraud, or circumvention of geoblocking or compliance measures; and

7.3.4. demonstrating compliance with the Company's legal obligations and risk-based framework.

THE COMPANY DOES NOT USE OR SELL DATA FOR MARKETING, PROFILING, OR ANY PURPOSE UNRELATED TO COMPLIANCE AND TECHNICAL SECURITY.

7.4. Lawful Basis and Jurisdiction. Processing is conducted under the lawful basis of legitimate interests (for compliance assurance and fraud prevention) and, where applicable, to comply with legal obligations under sanctions or AML law. All records are processed and stored under the laws of the British Virgin Islands, subject to data-protection standards consistent with the Data Protection Act 2021 (BVI) and, where relevant, principles of the EU General Data Protection Regulation (GDPR).

7.5. Retention Period. The Company retains technical and compliance logs for up to three (3) years after the close of the Token Generation Event, or for a longer period only where necessary to comply with legal or regulatory obligations, to respond to lawful requests by competent authorities, or to establish, exercise or defend legal claims (including applicable limitation periods). Data will be deleted, anonymised, or irreversibly aggregated once retention is no longer required.

7.6. Data Security. The Company implements administrative and technical safeguards appropriate to the nature of the data processed, including network encryption, restricted access, and pseudonymisation. However, THE COMPANY DOES NOT GUARANTEE ABSOLUTE SECURITY OF DATA TRANSMITTED OVER THE INTERNET OR STORED ON DECENTRALISED SYSTEMS, AND YOU ACKNOWLEDGE THAT YOU TRANSMIT SUCH DATA AT YOUR OWN RISK.

7.7. Disclosure to Service Providers. The Company may engage limited third-party technical providers to support blockchain analytics, sanctions screening, and system security. These providers operate under written agreements requiring them to process data only on behalf of the Company and in accordance with these Terms. The Company does not grant such providers independent rights of use or ownership over any data.

7.8. Cross-Border Transfers. Given the decentralised nature of blockchain infrastructure, technical data may transit through or be stored in multiple jurisdictions. The Company takes reasonable steps to ensure that any transfer outside the British Virgin Islands provides an adequate level of protection consistent with recognised international standards. BY PARTICIPATING IN THE TOKEN SALE, YOU CONSENT TO THE TRANSFER

AND PROCESSING OF TECHNICAL DATA IN ACCORDANCE WITH THIS SECTION 7.

7.9. Participant Rights. Subject to applicable law, you may request confirmation of whether data relating to you has been processed and, where applicable, may request access, correction, or deletion of such data. To protect the integrity of the blockchain, deletion may not extend to on-chain transaction records or immutable logs required for compliance or audit purposes. THE COMPANY MAY DECLINE ANY REQUEST THAT WOULD IMPAIR ITS ABILITY TO COMPLY WITH LAW, DEFEND AGAINST CLAIMS, OR MAINTAIN EVIDENCE OF COMPLIANCE.

7.10. Disclosure to Authorities. The Company may disclose logged data to competent authorities or regulators upon lawful request or where reasonably necessary to comply with applicable law, regulation, or sanctions obligations. Such disclosure will be limited to the minimum data required to satisfy the request and shall be made in good faith.

7.11. No Warranty of Compatibility. The Company provides no assurance that your local data-protection laws grant the same rights as those set out herein. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL LIABILITY FOR ANY DIFFERENCE IN DATA-PROTECTION RIGHTS BETWEEN JURISDICTIONS OR FOR ANY LOSS ARISING FROM CROSS-BORDER DATA TRANSFER OR PROCESSING.

7.12. Contact. Questions regarding this Section or data-related practices may be directed to the Company via the contact address published on the Access Interface, identifying the subject line "Data and Compliance Enquiry - Sol Digital Ltd." The Company will respond in accordance with applicable law and within a reasonable time.

8. LIMITATION OF LIABILITY / NO REFUNDS

8.1. General Limitation. To the maximum extent permitted by applicable law, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, or for any loss of profits, revenue, goodwill, data, or opportunity arising out of or relating to these Terms, participation in the Token Sale, or the use or inability to use the Token, whether based on contract, tort (including negligence), strict liability, or otherwise, even if the Company has been advised of the possibility of such damages.

8.2. Total Liability Cap. In no event shall the aggregate liability of the Company and its affiliates arising out of or in connection with these Terms exceed the total amount of Accepted Consideration actually received from you by the Company during the Token Sale. THIS LIMITATION APPLIES TO THE

FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY.

8.3. No Refunds. Except as expressly provided herein, ALL PAYMENTS MADE TO THE COMPANY ARE FINAL AND NON-REFUNDABLE. NO REFUNDS OR CANCELLATIONS WILL BE GRANTED FOR ANY REASON, INCLUDING ERROR, NETWORK FAILURE, OR CHANGE IN MARKET VALUE OF THE TOKEN. You acknowledge that the Token is a digital asset and that transactions on the blockchain are irreversible.

8.4. Assumption of Risk. You assume full responsibility for all risks associated with participation in the Token Sale and with the acquisition, holding, and use of Tokens. YOU UNDERSTAND AND ACCEPT THAT YOU MAY LOSE THE ENTIRE VALUE OF ANY FUNDS USED TO PURCHASE TOKENS AND THAT THE COMPANY DOES NOT GUARANTEE ANY FUTURE VALUE, PERFORMANCE, OR USABILITY OF THE TOKEN.

8.5. Third-Party Systems and Dependencies. The Token Sale and the Token itself depend on external systems (including the Solana network, blockchain validators, and third-party service providers). THE COMPANY DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR ANY FAILURE, INTERRUPTION, OR ERROR IN SUCH SYSTEMS, NOR FOR ANY LOSS RESULTING THEREFROM.

8.6. Exclusion of Warranties. The Company provides the Token, the Access Interface, and all related materials “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted access, or error-free operation. THE COMPANY MAKES NO WARRANTY THAT THE TOKEN OR ACCESS INTERFACE WILL BE AVAILABLE, FUNCTIONAL, SECURE, OR FREE OF DEFECTS OR THAT ANY DEFECTS WILL BE CORRECTED.

8.7. Indemnification by Participant. You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, affiliates, contractors, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

8.7.1. your breach of these Terms or of any representation or warranty made herein;

8.7.2. your violation of any law, regulation, or third-party right; or

8.7.3. your misuse of the Token, the Access Interface, or any related service.

THIS INDEMNITY SHALL SURVIVE TERMINATION OR EXPIRATION OF THESE TERMS AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.8. Cumulative Limitation. All exclusions and limitations of liability set out in this Section 8 are cumulative and apply to the fullest extent permitted by law. If any limitation is held invalid or unenforceable in a particular jurisdiction, such limitation shall apply to the maximum extent permitted, and the remaining limitations shall remain in full force and effect.

8.9. Acknowledgement of No Reliance. You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, or understanding other than those expressly set out in these Terms. THE COMPANY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY ARISING FROM STATEMENTS OR REPRESENTATIONS MADE OUTSIDE THIS DOCUMENT, INCLUDING ANY MADE BY THIRD-PARTY PARTNERS, DISTRIBUTORS, OR INFLUENCERS.

8.10. Survival. The exclusions and limitations in this Section 8 survive any termination of these Terms and continue to apply to all claims, whether arising before or after termination.

9. GOVERNING LAW AND ARBITRATION

9.1. Governing Law. These Terms and any dispute, claim, or controversy arising out of or relating to them, or to the Token Sale or Token, shall be governed by and construed in accordance with the laws of the British Virgin Islands, without regard to conflict-of-law principles. The Company and the Participant expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.2. Agreement to Arbitrate. Any dispute, claim, or controversy arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, performance, breach, or termination, shall be finally resolved by arbitration administered by the British Virgin Islands International Arbitration Centre (BVI IAC) in accordance with its Arbitration Rules in force at the time the Notice of Arbitration is filed.

9.3. Seat, Language, and Governing Rules. The seat and place of arbitration shall be Tortola, British Virgin Islands. The arbitration shall be conducted in the English language by one (1) arbitrator appointed in accordance with the BVI IAC Rules, unless the parties agree to a panel of three arbitrators. The law of the seat shall govern the arbitral procedure.

9.4. Confidentiality. All proceedings, submissions, and awards in any arbitration under these Terms shall be confidential and may not be disclosed by either party except to the extent necessary to enforce an arbitral award, comply with a legal duty, or protect a legal right.

9.5. Waiver of Class or Collective Actions. Each party agrees that any arbitration or proceeding under these Terms shall be conducted only on an individual basis, and that NO PARTY SHALL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS, REPRESENTATIVE, OR COLLECTIVE ACTION. The arbitrator shall have no authority to consolidate claims or to hear any form of representative or collective proceeding.

9.6. Final and Binding Award. The arbitral award shall be final, conclusive, and binding on the parties. Judgment on the award may be entered and enforced by any court of competent jurisdiction. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO APPEAL OR TO SEEK REVIEW OF THE ARBITRAL AWARD BY ANY COURT.

9.7. Interim Relief. Nothing in this Section shall prevent either party from seeking interim or conservatory measures (including injunctive relief) from any court of competent jurisdiction pending constitution of the arbitral tribunal or to protect rights that cannot otherwise be safeguarded.

10. SEVERABILITY AND ENTIRE AGREEMENT

10.1. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or, if that is not possible, deemed deleted without affecting the validity and enforceability of the remaining provisions. THE INVALIDITY OR UNENFORCEABILITY OF ANY CLAUSE IN ONE JURISDICTION SHALL NOT AFFECT ITS VALIDITY IN ANY OTHER JURISDICTION.

10.2. Entire Agreement. These Terms constitute the entire agreement between you and the Company with respect to participation in the Token Sale and supersede any prior or contemporaneous understandings, communications, or agreements, whether written, oral, or implied, relating to the same subject matter. No statement, representation, or promise not expressly included in these Terms shall be binding on the Company.

10.3. No Waiver. No failure or delay by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver of such right, power, or remedy. A waiver shall be effective only if made in writing and signed by an authorised representative of the Company.

10.4. Assignment. You may not assign or transfer any rights or obligations under these Terms without the prior written consent of the Company. The Company may assign or transfer these Terms, in whole or in part, to any successor or affiliate in connection with a reorganisation, merger, or sale of assets, provided that such successor assumes all obligations hereunder.

10.5. Language. These Terms are executed in the English language, which shall prevail over any translation. In the event of conflict between the English version and any translated version, the English version shall control and govern.

10.6. Effective Date. These Terms take effect on 10 October 2025, the commencement date of the offshore Token Sale conducted by Sol Digital Ltd.