

▶ **RUNIVERSE™**

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1.1 Overview



Runiverse is an exciting new cross-metaverse gaming platform where you can challenge other players based on your crypto market performance.



In Runiverse, the player chooses their favorite token and can challenge a friend or a random opponent to a thirty second two-player race.



The buy-in for each race starts at a minimum of \$5 per player and is paid with the chosen token. In other words, if you choose to race with Bitcoin, you pay \$5 worth of bitcoin to race against an opponent.



The speed of token-athletes is determined by real-time price changes provided by Quickswap and Binance oracles and directly follows the price of the token in the cryptocurrency markets. An athlete-token will run faster in the Runiverse when the price of the corresponding token increases and vice versa.



Each race in the Runiverse lasts thirty seconds and the races are hosted on the most successful metaverses, including Sandbox, Decentraland, Star Atlas and the Runiverse itself.



If the selected athlete had the highest total percentage growth during the thirty seconds, the player wins the race by taking back their own tokens plus those of their opponent.



Each competition takes place using a "rent" 1 Track NFT and 2 Athlete NFT. The owners of these NFTs are entitled to a fee equal to 5% of the entire game, which is paid using the tokens of the player who lost.

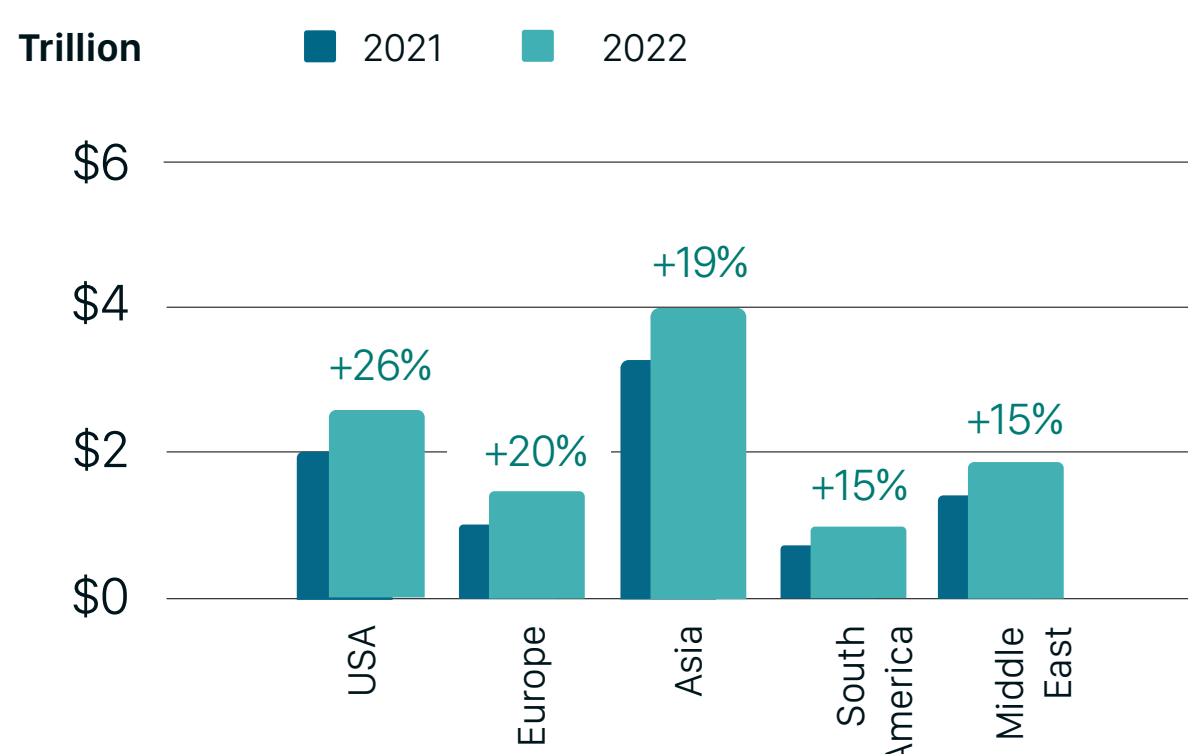
1.2

Analysis and Market Needs

In order to introduce the reasons why Runiverse was born, it is interesting to have a quick overview of the targeted market, both in terms of consumer and business. The main segments analyzed are the realm of Skill Games, NFT technology, metaverses and DApps (Decentralized Applications).

1.2.1 Skill Game

The global skill gaming industry is an \$8 trillion market. The growing interest of the younger generations is one of the factors that has contributed to the growth of this sector in recent times.



The rapid development pace however has gradually replaced new players with the prevalence of strange complexities and a lack of true innovation in new designs. Initially, there was a lot of buzz in the skill gaming industry when blockchain technology first came out. Its transparency,

reliability and speed had brought a lot of enthusiasm to bets and DApps which, unfortunately, have not been able to offer innovative products if you consider the actual innovation potential of the technology with which they were developed. In fact, online games have limited themselves to trivial copies of traditional casino games: roulette, slot machines, craps, poker and the like.

1.2.2 NFT & Metaverses

2022 was the breakthrough year for NFT projects and metaverses. A non-fungible NFT token is a digital asset that can represent a painting, song, photo, video, or even an article. In other words, an NFT is a digital representation of a physical asset whose ownership and transactional data is stored using blockchain technology.

Non-fungible tokens, unique digital assets not interchangeable with any other asset, have tripled in value in one year, with transaction values exceeding \$24.9 billion and the number of active wallets up 97%. This suggests an even bigger increase in the close future.

In the same way, metaverses have grown qualitatively with improved graphics and the proliferation of various virtual worlds where users can interact, play games and experience new things.

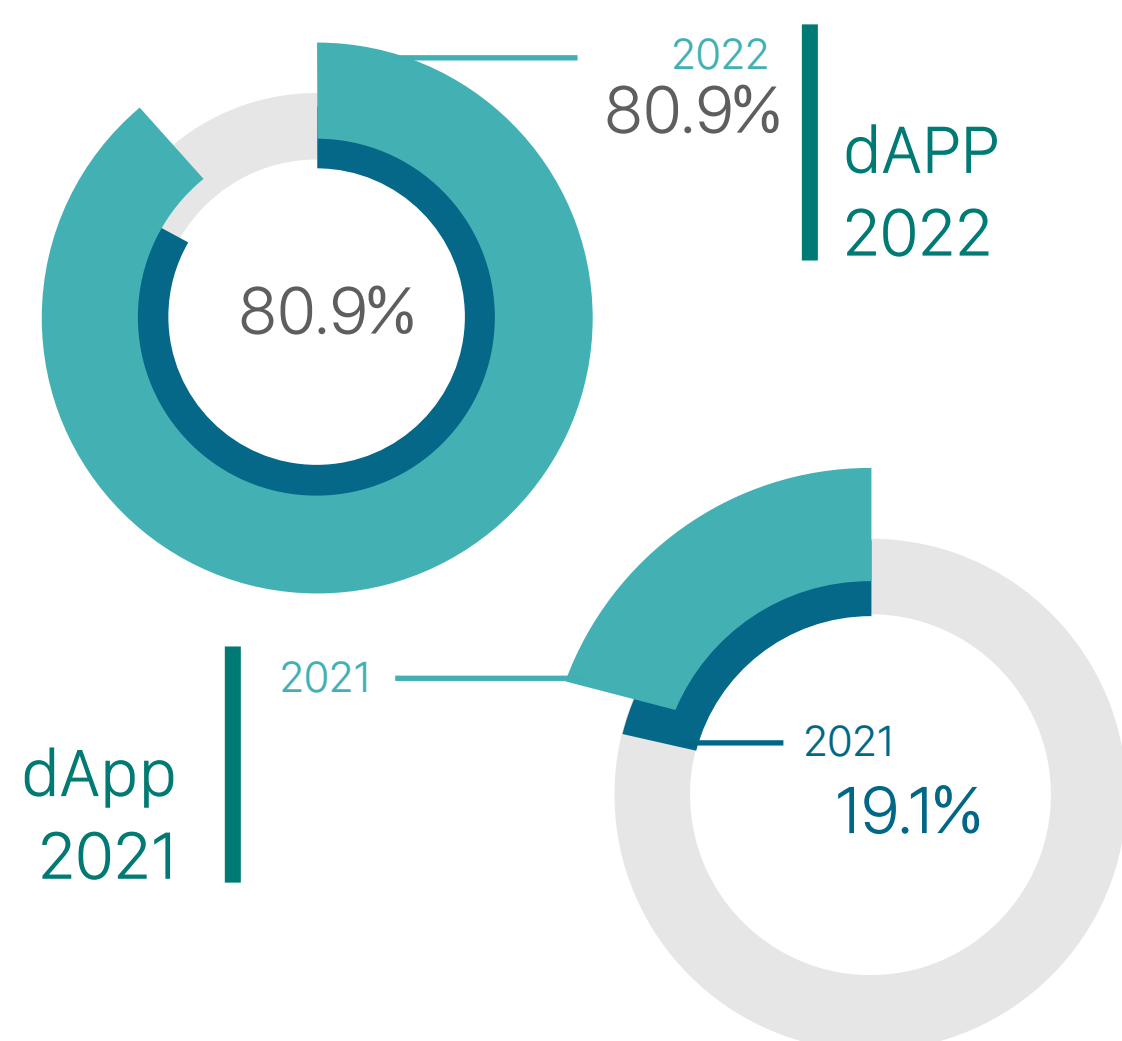
The different metaverses however, have not been able to create a cartel and to compete with each other by fragmenting the player market.

1.2.3 DApps

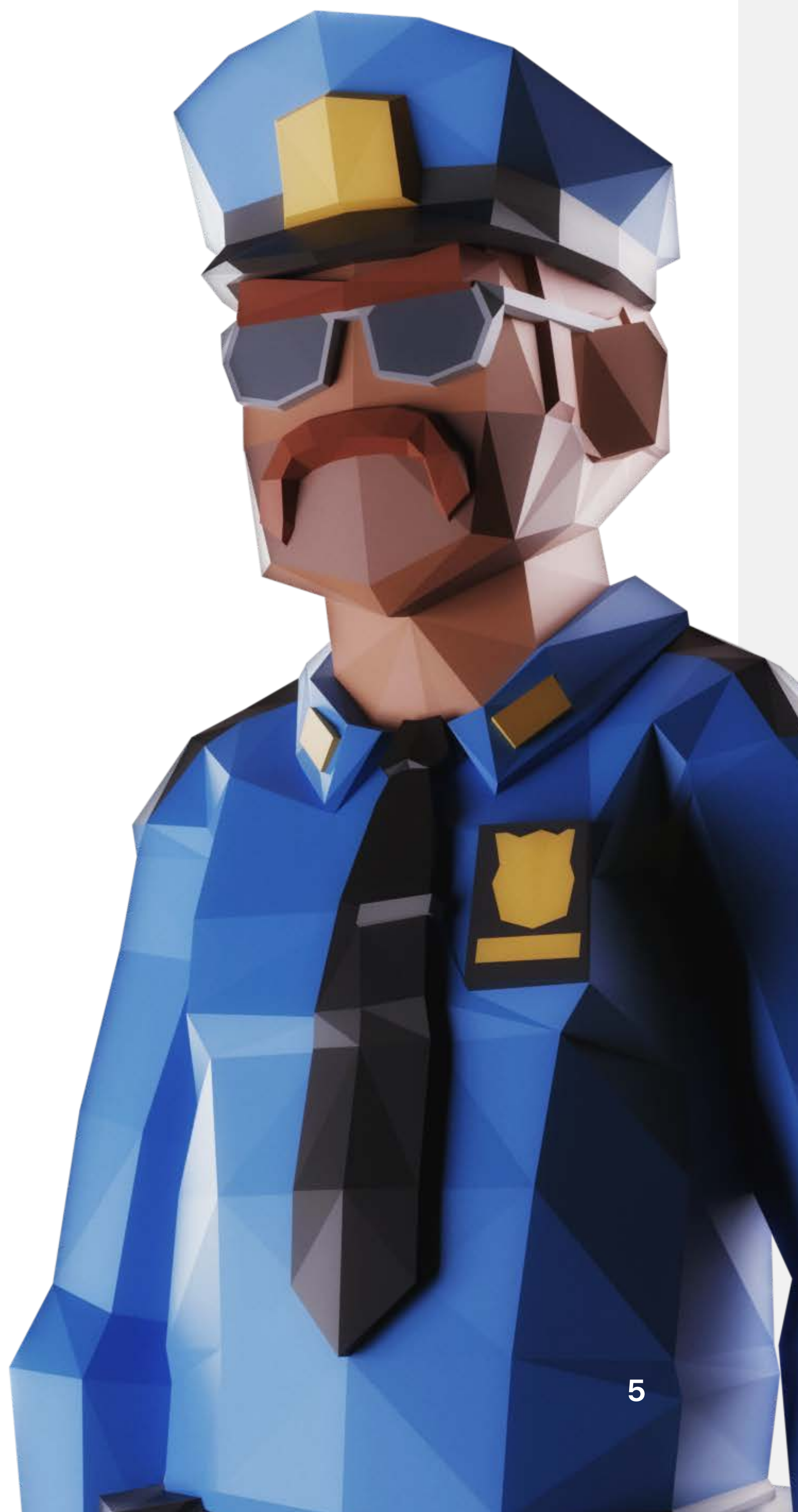
DApps are applications powered by smart contracts running on the blockchain. Developed on Solidity with open-source code, they represent an unprecedented revolution in the skill game market.

Among the many advantages, DApps built on layer 2 of Ethereum—such as Polygon or Binance Smart Chain—speed up transactions, lower costs and offer total transparency. DApps' core code can be verified on the blockchain. There is therefore no room for cheating as smart contracts are public and immutable.

Finally, considering that transactions directly happen wallet-to-wallet, the involvement of any intermediary is no longer necessary for processing monetary transactions. You don't need to open an account on the website or wait endless hours before getting help.



As a consequence of these advantages, there has been a massive increase in the development of new DApps, especially in the world of DeFi, and progressively in the world of gaming. In 2021, the increase was 19.1% compared to the previous year, while in 2022 the increase was over 80%. For 2023, a further exponential increase of over 144% is expected, bringing Web3 DApps to the popularity of console games.



1.3

Real-Time, Real Data

As mentioned earlier, Runiverse leverages real-time market data. Each crypto-athlete on the platform represents a listed crypto. The price of the associated crypto affects the speed of each Skin: i.e. the athlete runs faster when the price of the token goes up and slower when the price goes down.

To enter a race, all a player has to do is choose the token (athlete) you want to race with and pay the buy-in (minimum \$5). Smart contracts in Runiverse will automatically match the player with an opponent who is already playing on the performance of another token.

The data is taken from oracles sourced on Chainlink, Quickswap and Binance. The race is structured in such a way that the token with the best percentage change at the end of the thirty second race wins. The winner immediately gets back all of their tokens plus 90% of the tokens played by the opponent. The remaining 10% is distributed to the owners of the NFTs involved in the tender: i.e. 1 NFT track and 2 athletes.

It is interesting to note that players do not need to have any NFT to access the platform, thus avoiding any entry barrier to Runiverse.

3 ORACLES:

- ▶ CHAINLINK
- ▶ BINANCE
- ▶ QUICKSWAP

1.4

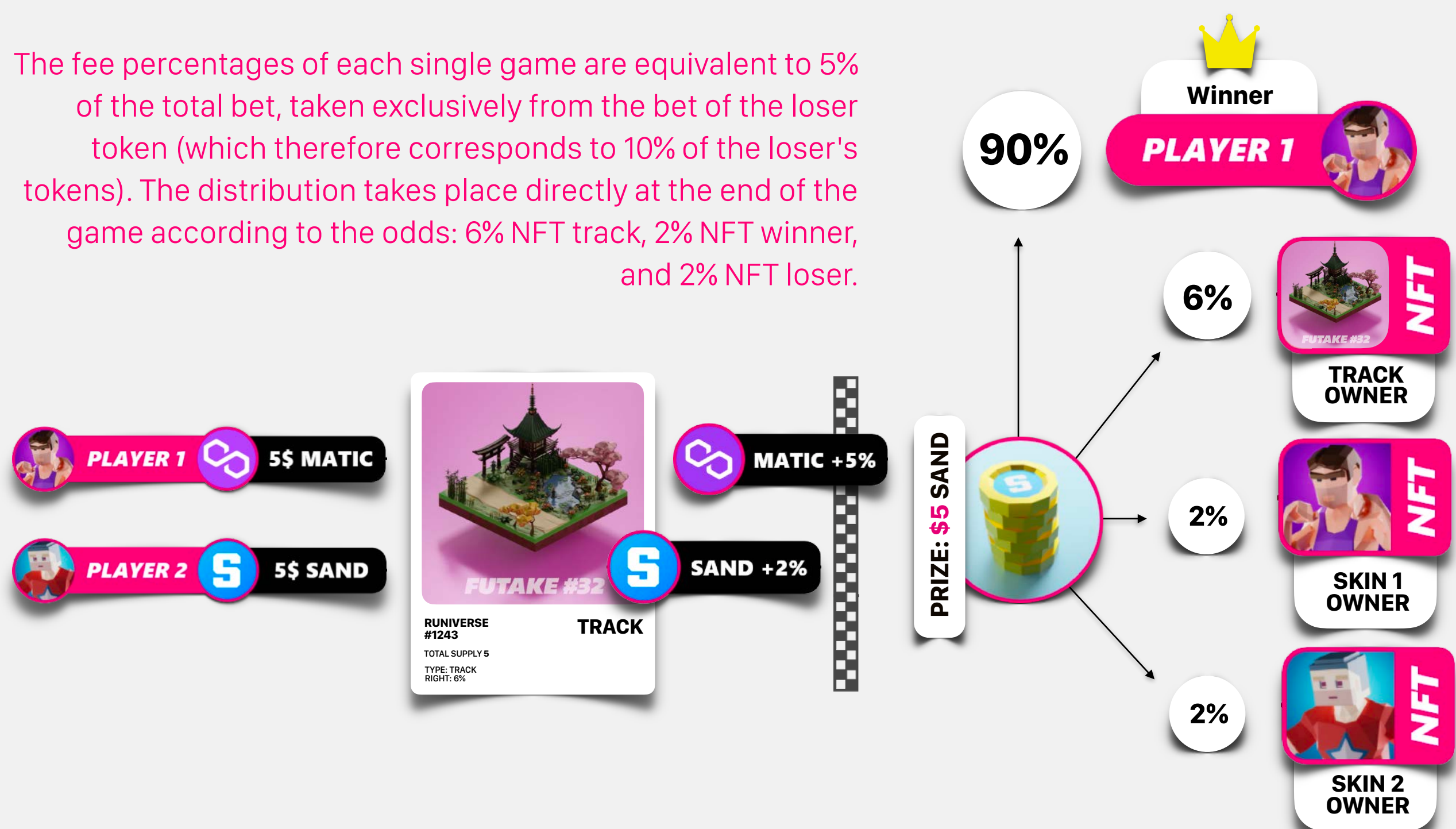
NFTs & Fees

NFTs play a central role in the Runiverse platform and are used to represent the racers and the tracks where the races take place.

Runiverse provide a crucial role in the ecosystem: NFT owners will benefit from two streams of income highlighted below:

- **Hodling**: Runiverse NFTs, like all other NFTs, can be bought at lower prices in the early stages of the project and sold and held throughout a potential price rally as more players join the game and new tokens are adopted. *
- **Passive earnings**: As the owner of a Runiverse NFT, you receive a share of the prize pool every time your NFT track is used for a race or your rider is chosen by a player.

The fee percentages of each single game are equivalent to 5% of the total bet, taken exclusively from the bet of the loser token (which therefore corresponds to 10% of the loser's tokens). The distribution takes place directly at the end of the game according to the odds: 6% NFT track, 2% NFT winner, and 2% NFT loser.



* As per the already defined marketing strategy, NFTs will not be purchasable on the primary market outside the Equeus ecosystem. For all Equeus users who, by opening the Mystery Packs have found Runiverse NFTs, the sale on the secondary market through platforms such as Opensea, Elispase or similar is authorized.

1.5

Decentralization

Our decentralized system eliminates the need for intermediary participation or intervention and paves the way for seamless **peer-to-peer** transactions.

As such, players can play directly with each other without the control, management, supervision or validation of an external body that may be corruptible or impose an economic burden on the game and the players.

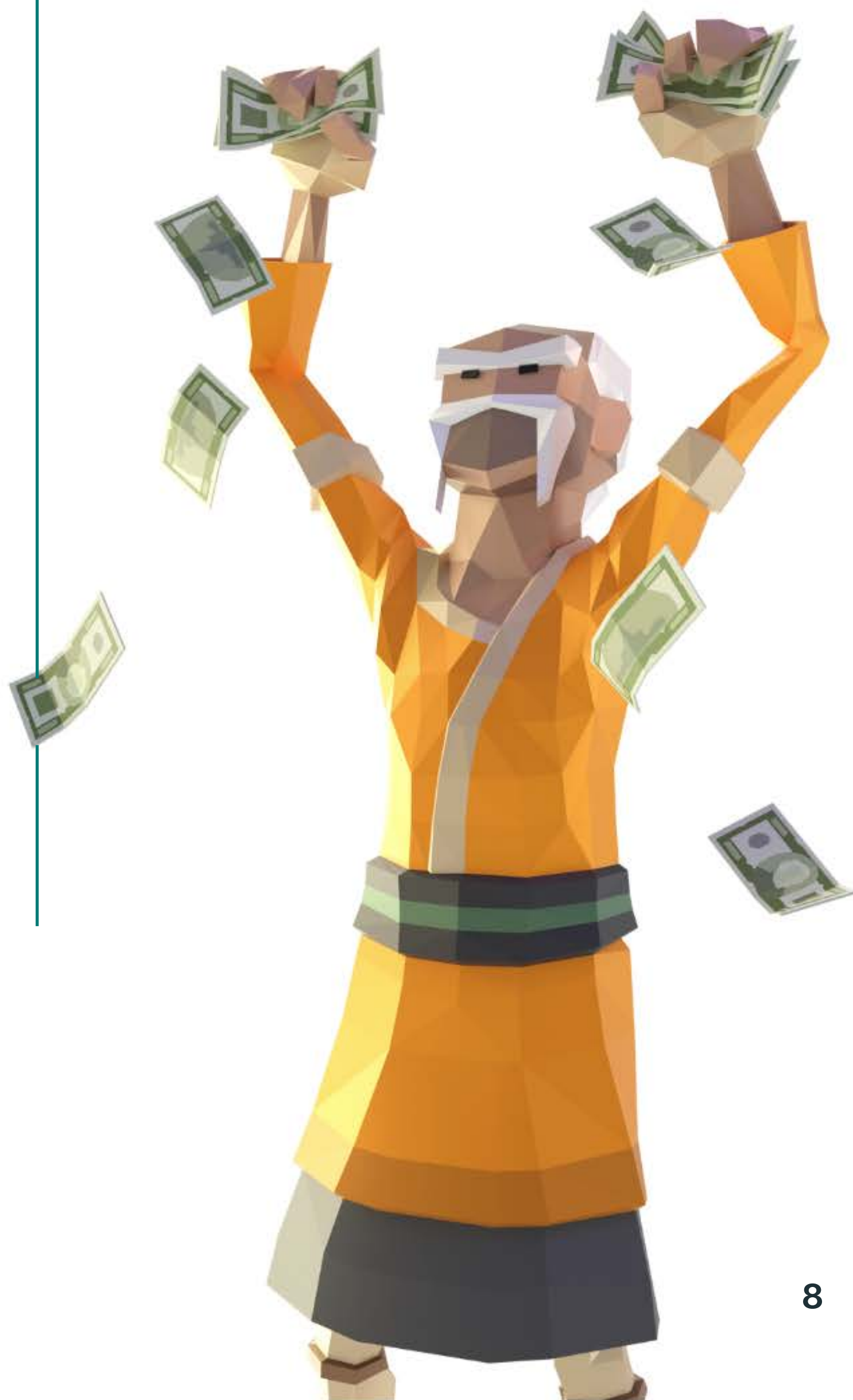
The entire Runiverse ecosystem is built around the concept of decentralization in an effort to reap all associated benefits. Below is a breakdown of the various elements of the Runiverse ecosystem and how decentralization plays a major role.

Structure: The structure of the Runiverse ecosystem is such that NFT holders own the platform. Members of the Runiverse community control the platform and their activities are not influenced by any legal or hierarchical system that oversees the game. Game state, responsibilities, rules and all transactional information are stored using blockchain technology for maximum transparency and security.

Software: The Runiverse platform is based on Moralis, a versatile web development platform that supports a wide range of features. The use of smart contracts ensures one hundred percent transparency of the platform and sets the ground rules for match-making and race results at any time.

Validation: As you may have noticed, transparency is essential to the Runiverse project. Every race ID number, track NFT, running token, price change, and competition data is calculated as blockchain transactions. That is to say, results and winners are available for everyone to validate and are immutably transparent.

The control and verification of what has been won and what has actually been withdrawn is exclusively in the hands of each user and the same validation of the collection of prizes can be performed exclusively from the winner's wallet or, in the case of NFT fees, from the NFT Wallet involved.



1.6

Runiverse's Competitive Advantage

For Players	Simplicity	The Runiverse platform does not contain charts or complex formulas typical of exchanges. Each token has its own unique athlete and each player plays the same buy-in to compete. A simple percentage to look at: whoever wins the race takes it all.
	Speed	No need for usernames, passwords, personal details and waiting times. Users can connect Metamask (or other wallets) and start playing with their tokens. A pop-up allows you to instantly remember your winnings after each game.
	Control of Funds	No external payment systems or deposits are needed to cash out your winnings. On Runiverse, players always keep control of their winnings and can collect them at any time, directly to their external wallet.
	Transparency	The Runiverse platform has no weird odds or hidden fees—the rules are always the same. In addition, every race data can be validated in the blockchain, from matching players to collecting winnings.
	Gamification	Trading and skill gaming have an important social base, which most platforms overlook. Runiverse is a community-based game that includes elements of engagement, leaderboards and rewards. As such, it avoids the "alone against the machine" feeling that many games elicit.
For NFT Collectors	Passive Earnings	Runiverse NFTs aren't just collectibles; they also serve as a source of passive income whenever a player races that specific track or the represented token gets involved in any race.
	Cross Metaverse	Designed for maximum versatility and scalability, the Runiverse business model promotes the creation of new athletes and tracks in a cross metaverse ecosystem.
	Fee Control	The underlying blockchain technology allows you to monitor the commissions collected from each Runiverse NFT. The acquisition of an NFT is not just hope in its revaluation, but also based on real data and market performance.

1.7 The Mission

Runiverse's mission is to create a safe and fun ecosystem that is as profitable for players as it is for holders: a decentralized metaverse that combines the benefits of blockchain technology with exciting double-or-nothing gameplay.

Thanks to its pleasant interface and simple rules, Runiverse can reach market segments that have yet to be explored.

This segment includes:

Occasional gamers discouraged by the complexity and opacity of traditional DApps, crypto-oriented players who do not belong to the world of traditional skill games, NFT lovers, and traditional numbers-driven investors.

Runiverse stands out from all other blockchain-based games because it offers a huge support of social and community elements. It also maintains the highest level of transparency of all tenders and fair and demonstrable results.

Users can leverage Runiverse NFTs as a token to hold and source of ongoing passive income, which will drive high user retention, loyalty and player engagement.

The Runiverse platform offers leaderboards, rewards and customization options for greater gamification and rapid expansion while maintaining maximum privacy and confidentiality at all times.

Given its Goliardic nature, Runiverse runners lend themselves to graphically representing celebrities and thus create a new streaming partnership between Runiverse and the celebrities involved.

In a 2.0 version, additional collections of cosmetic NFTs are planned, through which users have the possibility to make their characters perform specific actions or to customize their look 'n' field, thus creating a personalized and unique gaming experience.



2 LEGAL DISCLAIMER



2 Legal Disclaimer

2.1 - Runy tokens must only be used: to enable use and interaction with the Platform and to support its development, testing, implementations and operation; as a native cryptocurrency of the Platform for use by its Community as described in this Whitepaper; as a means of attending events; to obtain products and services; as a means of fueling the rewards system within the Platform.

2.2 - It is the responsibility of the Buyer to verify the legality - or not - of buying the tokens in their Jurisdiction and if they are allowed to be resold to other buyers in the same or other Jurisdictions.

2.3 - The Company has no other obligations towards the Buyer except those expressed in this Whitepaper, which is considered to all intents and purposes as a Contract between the Parties.

2.4 - The ownership of the tokens does not imply any right, express or implied, other than the right to use. In particular the tokens:

- a. They do not give Buyer rights of any nature or form in respect of the Company, its revenues, assets, ownership, refunds, voting rights, liquidation, including any form of intellectual property, or other financial and legal rights;
- b. They do not represent a loan from the Company;
- c. They do not supply the Buyer with any property or interest of the Company.

2.5 - The ownership of the tokens does not imply any right, express or implied, different from the right of use. The acquisition of the tokens by the Company

does not represent an exchange of payment (cryptocurrencies or money) for any form of Company shares or Intellectual Property. For the avoidance of doubt, the Purchaser has no right to dividends and distribution of profits, deriving from the shares of the Company.

2.6 - Although tokens are tradable, they are not to be considered as an investment, a currency, security, commodity, fiat currency exchange, or any other type of financial instrument. The tokens are not intended to be marketed, offered for sale, purchased, sold and exchanged in any Jurisdiction where they are prohibited by Applicable Laws, or require registration according to the legal regulations of the Country with the competent Authorities.

2.7 - Tokens can be traded on authorized exchanges. The Company does not consider itself responsible for the transaction of token exchanges on exchanges towards the Buyer and for its successful completion.

2.8 - This Whitepaper does not constitute any prospectus for financial instruments, nor is it a solicitation of public savings, nor does it take the form of a solicitation of an investment, nor does it form part of a public purchase offer of Company shares or securities debt thereof, in any Jurisdiction.

2.9 - The funds raised from the pre-sale, sale of the tokens, will be used by the Company at its sole and unquestionable judgment and discretion.

2.10 - Substantive information on the presale and token sale processes are provided within this Whitepaper, including details regarding the timing, pricing of the token sale, and the number of tokens to be sold and distributed. Information on specific procedures on how the Buyer should purchase Tokens can also be provided on the Website. By submitting payment for the Tokens, the Buyer acknowledges that he has understood the content relating to the purchase procedures and has no objection to these procedures and

material specifications. Failure to follow these procedures may result in the Buyer not receiving Tokens.

2.11 - Purchaser's purchase of tokens from the Company during the pre-sale and sale period is final and there are no refunds or cancellations, except as required by applicable Law or regulation. By submitting payment for the Tokens, the Buyer acknowledges that the Company is under no obligation to provide a refund for any reason and that the Buyer will not receive cash or other compensation in lieu of a refund.

2.12 - The Company reserves the right to refuse or cancel token purchase requests at any time at the Company's sole discretion.

2.13 - The Buyer shall provide the Company with a correct Eth address of its Wallet for the receipt of all Tokens distributed to the Buyer. Sending an incorrect or incomplete Eth address implies the total, non-refundable loss of the purchased tokens.

2.14 - Tokens are not offered or distributed, nor can they be resold or alienated in any other way by their holders to Citizens (natural and legal persons) having their habitual residence, headquarters or registered office in the country or territory in which they are prohibited transactions with digital tokens or in any way restricted by applicable laws.

2.15 - It is the Buyer's sole responsibility to verify:

- whether or not you are a Restricted Person;
- if you are authorized to purchase Tokens under Applicable Laws and Regulations;
- whether or not it is permitted by Applicable Laws and Regulations to use the Tokens in the manner specified in this Whitepaper.

2.16 - If a Restricted Person buys the tokens, that person did so on an illegal, unauthorized and fraudulent basis. In such event, any transactions and operations entered into by the Restricted Person in relation to the Tokens will be void, including, but not limited to, the following conditions:

- transactions resulting from the acceptance of this Whitepaper;
- any transaction resulting from the acquisition of the tokens;
- any payment transaction.

The Company will not be bound by any transaction or specified prior transaction and the Company may, in its sole discretion:

- take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;
- notify the competent authorities of the transaction or transactions in question;
- withhold all funds paid by the Restricted Person and block them until the situation is resolved by the respective Authority or transfer them to the account specified by the relevant Financial Authority, or apply to cover the losses incurred or discharge or reimbursement liabilities to the payer of the funds in accordance with the applicable Legislation.

2.17 - Any Restricted Person who purchases the Tokens, will be solely liable for any damages caused by the Company and shall indemnify, defend and hold funds for any damages, losses and expenses incurred by the Company which arise out of, or are a result of, purchase of such Tokens.

2.18 - The Company does not offer or distribute Tokens or conduct business in the jurisdictions of Singapore, People's Republic of China or any other Countries and Territories where Transactions with use related to Digital Tokens fall under Restrictive Regulations or require registration at the government authorities.

2.19 - The buyer acknowledges and agrees that there are risks associated with the purchase of the tokens, holding the tokens and using the tokens for receiving the services and products. By submitting payment for the Tokens, the Buyer expressly acknowledges and assumes these risks, fully indemnifying the Company from any claims or claims.

2.20 - The Buyer must implement reasonable measures to protect its Wallet, or other storage mechanisms used to receive and store the purchased tokens, including any necessary private keys or other credentials needed to access such storage mechanisms.

2.21 - In the event that the Buyer no longer possesses the private keys or any device associated with the Buyer's account or is unable to provide the Buyer's login or identification credentials, he may lose all tokens and/or access to the account intended for him. The Company is under no obligation to recover any Tokens and they are not responsible for any such loss.

2.22 - The Company may determine, in its sole discretion, the need to obtain certain information about the Buyer in order to comply with Applicable Laws or Regulations in connection with the Token Sale. The Buyer agrees to promptly provide the Company, or any person appointed by the Company, with such information upon request and acknowledges that the Company may refuse to sell Tokens to the Buyer, until such information is provided.

2.23 - The purchase price that the Buyer pays for the tokens is exclusive of all applicable taxes. The buyer is solely responsible for determining any taxes applicable to the purchase of the tokens, including sales, use, value-added and similar taxes.

2.24 - The Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the tokens to the relevant Tax Authorities.

2.25 - The Company has no responsibility for the tax consequences for the Buyer deriving from the purchase of Tokens.

2.26 - By submitting payment for Tokens, the Buyer represents and warrants to the Company that each of the following representations and warranties is true, accurate and not misleading as of the date such submission occurred:

- a. the Buyer has read and understood this Whitepaper, the terms of use and the privacy policy on the website;
- c. the Buyer understands the risks related to the tokens and the use of the platform;
- d. the Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as Token Storage Wallets), blockchain technology and blockchain-based software systems for the risks and implications of buying tokens;
- e. the Buyer has obtained sufficient information about the tokens to make an informed decision to purchase them;

- f. the Buyer understands that the value of the tokens over time may experience extreme volatility or depreciate completely;
- g. the Buyer has all necessary power and authority to purchase the tokens and to meet any tax obligations;
- i. the Buyer is at least 18 years of age and of sufficient legal age and capacity to purchase the Tokens;
- k. if a legal entity, the Buyer is duly organized, validly existing and in compliance with the Laws of its Jurisdiction of domicile and each Jurisdiction in which it operates. The person purchasing the Tokens on behalf of the Legal Entity is duly authorized and that such Entity will be liable for any violations described in this Whitepaper;
- m. the Buyer is not a Restricted Person and does not represent a restricted person;
- o. the Buyer will comply with all applicable tax obligations in its Jurisdiction arising from the respective purchase of the Tokens;
- q. performance and delivery pursuant to this Whitepaper, does not require any approval or other action by any Government Authority or person other than the Buyer;
- s. the funds, including any digital assets, fiat currency, virtual currency or cryptocurrency, used by the Buyer to purchase Tokens are not derived from or related to any illegal activity, including but not limited to money laundering or terrorist financing, and the Buyer will not use Tokens to fund, engage in, or otherwise support any illegal activity;
- t. Buyer agrees that if its country of residence or other circumstances change such that representations and warranties are no longer accurate, Buyer will immediately cease using the Platform.

2.27 - Buyer acknowledges and agrees that Tokens are sold "as is", "as available" and "with all faults" and Buyer purchases Tokens solely at its own risk without express or implied representations and/or guarantees from the Company.

2.28 - The Company expressly disclaims any direct and indirect warranties and any express or implied title relating to the tokens and the platform, including: (i) any warranties or titles of ownership, (ii) any warranties or titles that are merchantable or fit for a particular purpose with respect to Platform, Tokens or their usefulness or anyone's ability to purchase or use Tokens, (iii) the suitability, reliability, availability, timeliness and accuracy of the Platform, Tokens, Information, software, products, services and related graphics contained in the App and on the website for any purpose whatsoever.

2.29 - To the fullest extent permitted by applicable law under no circumstances will the Company be liable for any damages arising from, or in any way related to, the sale or use of the Tokens, regardless of the actions performed, from unlawful activities (including simple negligence, whether active, passive or imputed) or any other theory of law or equitable (even if the party has been advised of the possibility of such damages and whether or not such damages were foreseeable); and in no event shall the Company's liability, whether arising in contract, in warranty, in tort (including negligence, whether active, passive or imputed), or for any other reason, arising out of or relating to this Agreement or the use of the tokens or the inability to use the tokens or the platform.

2.30 - The Buyer understands and agrees that it is the Buyer's obligation to ensure compliance with any relevant Legislation of its country of residence relating to the purchase and use of Tokens and that the Company is not liable for any illegal or unlawful purchase

or unauthorized use of tokens.

2.31 - To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Company from and against any and all claims or demands.

2.32 - The DAO will not be responsible and disclaims all liability to the Buyer in connection with any force majeure event, including labor disputes or other industrial disturbances, electricity, telecommunications, hardware, software or other failures of utilities, software or bugs of Smart Contracts or weaknesses, earthquakes, storms or other natural events, blockades, embargoes, riots, governmental acts or orders, acts of terrorism or war, pandemics, changes in technology, changes in interest rates or other monetary conditions and, for the avoidance of doubt, to any protocol related to the blockchain.

2.33 - If a force majeure event occurs, both Parties must cooperate in good faith in all reasonable ways to minimize the impact of the force majeure.

2.34 - To the fullest extent permitted by Applicable Law, Buyer releases the DAO from liability, claims, demands or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or relating to disputes between Buyer, the DAO and the acts or omissions of third parties.

2.35 - Buyer expressly waives any common law statute or principle that would otherwise limit the coverage of this release to include only those claims which Buyer may know or suspect to exist in Buyer's favor at the time of acceptance of this version.

2.36 - The agreement between the parties will be governed, interpreted and enforced in accordance with the Swiss laws for sales managed by Kimiko DAO, with the American laws for sales managed by Kimiko DAO without regard to the rules or principles of the Laws of any other jurisdiction.

laws for sales managed by Kimiko DAO without regard to the rules or principles of the Laws of any other jurisdiction.

2.37 - The Buyer and the Company will cooperate in good faith to resolve any dispute arising out of or in connection with this Whitepaper, including any questions relating to its existence, validity and interpretation. If the parties are unable to resolve a Dispute within 90 days of notification of such Dispute received by all disputing parties, the Dispute will be finally resolved in arbitration proceedings.

2.38 - Any dispute will be dealt with personally by the Buyer and the DAO and will be resolved exclusively through individual arbitration and will not be brought in class arbitration or through a class action, or any other type of representative proceeding. There will be no class arbitration or class action in which individuals attempt to resolve a Dispute as the representative of another individual or group of individuals. Further, a Dispute may not be brought as a class or other representative action, in or out of arbitration, or on behalf of any other individual or group of individuals.

2.39 - Any dispute must be cited and resolved definitively by arbitration on the basis of the Rules of the International Arbitration Court of Lugano in force on the date of commencement of the arbitration, the rules of which are considered incorporated by reference in this article.

2.40 - The Tribunal will be composed of three arbitrators. Each party will have to appoint an arbitrator. In the event that one of the two parties fails to appoint an arbitrator within 30-days after the start of the arbitral proceedings, the Lugano Court will appoint an arbitrator on behalf of the party or parties that have not appointed an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed by the arbitrators appointed by the two parties within 30 days of their last assignment.

2.41 - The site of the arbitration will be in Lugano, the language of the arbitration will be English.

2.42 - The Company reserves the right to change, modify, add or remove portions of this Whitepaper for any reason at any time during Token Presale or Token Sale and subsequently post the amended Whitepaper on the Site. The revised version will be effective when the Company publishes it, unless otherwise indicated.

2.43 - If you do not agree to be bound by the amended Whitepaper, you must stop accessing or using the Platform.

2.44 - Notices provided by posting on the Website will be effective at the time of posting and notices provided by email will be effective when the Company sends the email. It is the Buyer's responsibility to keep their email address up to date. The Buyer shall be deemed to have received any email sent to the email address then associated with their account when the Company sends the email, whether or not the Buyer actually received or read the email or mail.

2.45 - The communications that the Purchaser provides to the Decentralized Autonomus Organization must be in English and delivered to the Decentralized Autonomus Organization by e-mail contact@runiverse.org). Such notices will be effective one business day after posting.

