

## ECASH FOR ESPORTS

*Global Cryptocurrency for the eSports Community*

Decentralized eSports Ecosystem | 3rd-Party Development Platform



# EBYTE

# TERMS & CONDITIONS

PLEASE READ CAREFULLY THIS AGREEMENT ON SALE OF TOKENS BEFORE PURCHASING TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THIS AGREEMENT ON SALE OF TOKENS, YOU SHALL NOT PURCHASE TOKENS. TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO, AS WELL AS CAN NOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO, CITIZENS OF, NATURAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION IN THE COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS ARE PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS IF SUCH RESTRICTED PERSON PURCHASES TOKENS, SUCH RESTRICTED PERSON HAS DONE SO ON AN UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS AND IN THIS REGARD SHALL BEAR NEGATIVE CONSEQUENCES CONTEMPLATED IN THIS AGREEMENT ON SALE OF TOKENS. TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID.

**MAY 2018**

Our project is subject to permanent development. Please understand that due to the early phase and intensive development, changes to the schedule, the project structure, the scope of the project or other updates may be made at any time in order to ensure the best possible development. All information contained in this and other documents is subject to change by eByte Projekt Braum und Tewes GbR without prior notice.

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## 1. INTRODUCTION

By purchasing ERC20-based eByte platform Tokens (“Tokens”) from eByte (“Company”) during the Token sale (“Token generation event”), you expressly agree to all of the terms and conditions set forth herein (“Terms”).

These Terms govern the sale of the Tokens during the Generation Period, supersede and replace any public statements about the Tokens offer made by any third parties.

Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring the Tokens.

Ownership of the Tokens gives no rights express or implied, other than the right to use Tokens as payment for the Company’s services (“Services”) as facilitated through a platform that the Company is developing (eByte-blockchain). Except as can be decided by the Company’s management at their own discretion and/or pursuant to requirements of applicable law or regulation, purchases of the Tokens are non-refundable. You should have no expectation of any shareholder, equity, or other interest or any influence over governance of the Company, or obtaining any right to receive future revenue shares, intellectual property or any other form of participation in the Company, other than the rights relating to the provision and receipt of Services.

**eByte GbR** is an exempted company established and validly existing in accordance with the laws of Germany. The Company has the full power, authority and legal right to execute, deliver and perform its obligations in connection with issuance and sale of Tokens as well as providing the Services of the Platform for its customers. The execution, delivery and performance by the Company of its rights and obligations would not conflict with or result in a breach or violation of its constituent document and/or the laws of Germany. However, the Company cannot guarantee that its performance and operations comply with the laws of any other jurisdictions and, therefore, shall not be held liable for any breach or violations of such laws.

**WARNING: DO NOT PURCHASE THE TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.**

Purchases of the Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. The Company will not be responsible for lost BTC, ETH or the Tokens resulting from actions taken by, or omitted by Purchasers. Note, in particular, that you should take great care to write down your wallet password and not lose it so as to be sure that you will be able to access your Tokens when it becomes available after the end of the Generation Period. If you do not have such experience or expertise, then you should not participate in the acquisition of the Tokens.

**WARNING: CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY.**

Cryptographic tokens that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A purchaser of the Tokens should be prepared to expect similar fluctuations, both down and up, in the price of the Tokens denominated in ether (ETH). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Company does not guarantee market liquidity for the Tokens and therefore there may be periods of time in which the Tokens are difficult to buy. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of the Tokens may be markedly different in different countries and this would likely be reflected in significant price discrepancies.

**WARNING: THE PURCHASE OF THE TOKENS ENTAILS A NUMBER OF RISKS.**

The purchase of the Tokens carries with it a number of risks. Prior to purchasing the Tokens, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, and/or tax professional. If any of the following risks are unacceptable to you, you should not purchase the Tokens. By purchasing the Tokens subject to these Terms, and to the extent permitted by law, you agree not to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the purchase and possession of the Tokens, including losses associated with the risks set forth below.

At any point, if you do not agree to any portion of the Terms, you should not proceed to purchase any Tokens.

You agree to purchase such number of the Tokens as ordered by you on the website [eByte.sale](https://eByte.sale) when the Terms are accepted.

## 2. REPRESENTATIONS AND WARRANTIES

By purchasing the Tokens, you represent and warrant that:

### For US Residents

Due to legal and regulatory in the United States of America, citizens, residents and/or green card holders of and persons residing in the United States of America are prohibited from making contributions to the eByte foundation and participating in the Token Sale.

#### **2.1. All U.S. residents, including accredited investors, are excluded from the eByte Token Generation event.**

If you are a green card holder of the United States or a United States citizen or permanent resident of the United States (tax or otherwise), or you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the United States (tax or otherwise) you are not eligible to purchase Tokens in the eByte Token Generation Event. The same applies if you are one of the owners or beneficiaries of the company on behalf of which you are authorized to act, are U.S. citizens or permanent resident of the United States (tax or otherwise), or you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the United States (tax or otherwise).

### For Non-US Residents

2.2. You have never been subject of any investigation for Money Laundering by the Law enforcement authorities of any country.

2.3. You have never been the subject of any sanctions regime according to US, EU, UN and /or OFAC regulations and /or local regulations.

2.4. You accept Terms of use and Privacy Policy.

2.5. You are legally permitted to purchase the Tokens in your jurisdiction and are legally permitted to receive Services provided by the Company.

2.6. You are of a sufficient age to legally purchase the Tokens or have received permission from a legal guardian who has reviewed and agreed to these Terms.

2.7. You will take sole responsibility for any restrictions and risks associated with the purchase of the Tokens as set forth in these Terms.

2.8. You are not purchasing Tokens and are not exchanging Bitcoin or any alternative currency for the Tokens for the purpose of speculative investment.

2.9. You have obtained sufficient information about the Tokens to make an informed decision to purchase them.

2.10. If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (you means you and such entity jointly).

2.11. You understand that Tokens confer only the right to receive the Services from the Company in respect of the eByte platform and confer no other right of any form with respect to the Company, including, but not limited to, any share interest, voting, distribution, redemption, liquidation, proprietary, or other financial or legal rights.

2.12. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.

2.13. You have an understanding of the usage and intricacies of Blockchain-based coins, like the Tokens and Blockchain-based software systems.

2.14. You understand that Tokens available for purchase are placeholders for actual coins used to access the eByte platform (Blockchain). This token swap will happen in the future when eByte platform is nearing completion and Token holders will be instructed about the procedure required to do so. You are not acquiring Tokens with a view to profit on potential appreciation of the Tokens themselves. Tokens do not represent an investment contract or an investment of money in a common enterprise with an expectation of profits from the entrepreneurial or managerial efforts of others. All investments decisions are made directly by you as the holder of Tokens, independent of other holders of Tokens or the Management of eByte platform.

2.15. If you are a citizen or permanent resident of the Republic of Singapore (tax or otherwise), or you have a primary residence or domicile in Singapore (tax or otherwise), you are eligible to purchase Tokens only if you intend to use them for the purpose of listing eligible assets on the eByte platform.

2.16. If you are a citizen or permanent resident of Hong Kong (tax or otherwise), or you have a primary residence or domicile in Hong Kong (tax or otherwise), you are eligible to purchase Tokens only if you intend to use them for the purpose of listing or exchanging products and services on the eByte platform.

2.17. If you are a citizen or permanent resident of Canada (tax or otherwise), or you have a primary residence or domicile in Canada (tax or otherwise), you are eligible to purchase Tokens only if you intend to use them for the purpose of listing or exchanging products and services on the eByte platform.

2.18. You are neither a citizen nor permanent resident of the People's Republic of China (tax or otherwise), nor have a primary residence or domicile in the People's Republic of China (tax or otherwise). If you are one of the foresaid, you are not eligible to buy Tokens in any form and/or by any means.

2.19. If you are a resident of the European Union and/or United Kingdom you will comply with any applicable law and regulation of your jurisdiction in respect of purchase of Tokens.

2.20. You fully understand that the Tokens may experience volatility in pricing and will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, sale of the Tokens.

2.21. You understand that there may not be sufficient demand for the Tokens on the secondary market and the bid-ask spreads may be wide. In view of the above, you may not be able to sell the Tokens purchased easily on the secondary market.

2.22. You understand that the Tokens have no warranty whatsoever, expressed or implied, to the extent permitted by applicable law and accordingly that the Tokens are purchased on an "as is" basis.

2.23. You understand that the Company will generally not provide any refund of the purchase price for the Tokens.

2.24. You understand that the eByte platform is currently being developed and may undergo significant changes before release.

2.25. You waive the right to participate in a lawsuit or an arbitration against any entity or individual involved with the creation of Tokens.

### 3. TOKEN SALE TERMS AND SPECIFICATIONS

3.1. Tokens are based on the Ethereum protocol and conform to the widely spread ERC20 standard.

3.2. **4,700,000** Tokens are anticipated to be issued during the Generation Period, 3,797,000 Tokens will be released for circulation. The Tokens' price may not be equal depending on the round of the Tokens issuance as outlined below. The Token sale will start on June. 01. 2018. The funds raised are managed in escrow by the eByte Foundation based in Bonn, Germany.

3.3. The Token sale will be conducted in four rounds ("Round") with the proceeds used for the development of the eByte platform. The bonus-rates for each round are displayed in the eByte White Paper and on the eByte website [ebyte.sale](http://ebyte.sale). ERC20 Tokens will be minted at the end of each round.

3.4. The Company will form a reserve pool to be construed as follows:

- Pool for users incentives: 1,022,890 Tokens, Team pool: 903,000 Tokens
- Unsold tokens will go into a separate budget of the foundation and will only be used to support and sponsor the eSport community. Team Tokens will be frozen for one year from the end of the sale and during this period cannot be accessed or used in any way.

3.5. To acquire Tokens during the Generation Period, you must have an established and operational Token wallet. In particular, you must have an Ethereum wallet to purchase Tokens using Ethereum that also supports the ERC20 Token standard in order to receive Tokens that you purchase from the Company. Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

3.6. On the start of the ICO, the Company will publish all necessary information for participation on [ebyte.sale](http://ebyte.sale). Those will include the start time(s), exchange rates and the deposit sale contract address. This will be the ONLY source of the sale address.

**DO NOT SEND CONTRIBUTIONS FROM AN EXCHANGE WALLET.**

3.7. Once the deposit address has received Ether from you, the Smart Contract System will register your contribution. After the end of each round (3.3), the manifest will be confirmed and the Tokens minted to your contribution wallet.

3.8. The Company anticipates that delivery of the Tokens from the Smart Contract System to purchasers will occur within one week after the Generation Period concludes, but reserves the right to delay delivery up to four weeks after the conclusion of the Generation Period.

3.9. Ether proceeds from the Token generation event will be used to compensate the Company's staff, marketing and operational costs; pay project advisors; build new partnerships; and continue development of technical infrastructure.

3.10. You further agree to accept sole and exclusive risk for the purchase of the Tokens through [eByte.sale](http://ebyte.sale).

3.11. In order to reduce the possibility of fraud, phishing attempts and other schemes perpetrated by malicious third parties, you agree not to respond directly to any inquiry regarding its purchase of the Tokens, including but not limited to email requests purportedly coming from the Company and any third parties. You understand that the Company may send the purchaser emails from time-to-time, but these email notices will never ask for information or require a response from the purchaser.

3.12. We will also have a funding round on the W12 fundraising platform. Please note additional conditions of this platform aswell.



## 4. RISKS ASSOCIATED WITH THE PURCHASE OF THE TOKENS

The purchase of the Tokens carries with it significant risks. Prior to purchasing the Tokens, you should carefully consider the risks, described below and, to the extent possible, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase the Tokens.

4.1. The Tokens will be stored in a wallet, which can only be accessed with a password selected by the purchaser. Not maintaining an accurate record of purchaser's password, may lead to the loss of the Tokens. As a result, purchasers must safely store their password in one or more backup locations that are well separated from the primary location. In order to access one's Tokens the password that the purchaser entered is required; loss of this may lead to the loss of a purchaser's Tokens.

4.2. THE PURCHASER MUST NOT RESPOND TO ANY INQUIRY REGARDING THEIR PURCHASE OF TOKENS, INCLUDING BUT NOT LIMITED TO EMAIL REQUESTS PURPORTEDLY COMING FROM THE COMPANY WEBSITE OR A SIMILAR LOOKING DOMAIN. ANY THIRD PARTY THAT GAINS ACCESS TO PURCHASER'S PURCHASE EMAIL MAY BE ABLE TO GAIN ACCESS TO THE PURCHASER'S TOKENS. THE COMPANY EXPRESSLY EXCLUDES ANY LIABILITY EXPRESS OR IMPLIED LOSS OF TOKENS IN SUCH CASES.

4.3. There has been increased regulatory scrutiny by various regulatory bodies with respect to Cryptocurrencies and token sales. The Company's operations could be impacted by one or more regulatory enquiries or regulatory actions, which could impede or limit the ability of the Company to continue to develop its business.

4.4. You understand that while the Company's team will make reasonable efforts to complete the eByte platform, it is possible that a completed version of the eByte platform may not be released and an operational eByte platform will never be available.

4.5. Hackers or other groups or organizations may attempt to steal the cryptocurrency revenue from the Pre-Sale and Token generation event, which attempt if successful may potentially impact the ability of the Company to promote the Platform. The Company has and will continue to implement comprehensive security precautions to safeguard the Ether proceeds, however no guarantee expressed or implied can be made in this respect.

4.6. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the eByte platform, which among others may result in the theft or loss of the Tokens. To the extent possible, the Company's team intends to update the software protocol underlying the eByte platform to ward off the misuse of such advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or thus guaranty the success of any future security updates.

4.7. As other cryptocurrencies, the Tokens are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks may present a significant risk to the Company, including without limitation to the expected proper payment operations.

4.8. The eByte platform is a new product, which may lead to price volatility and uncertainty that could adversely affect the value of the Tokens. The factors affecting the further development of the digital assets industry, as well as the eByte platform, include: a) continued worldwide use of the

Tokens and other digital assets; b) government and quasi-government regulation of the Tokens and other digital assets, or restrictions on or regulation of access to and operation of the eByte platform or similar digital asset systems; c) compliance and regulatory requirements applicable to the eByte platform activity and operations conducted thereon; d) the maintenance, development and implementation of the software of the eByte platform; e) changes in consumer demographics and public tastes and preferences; f) the availability and popularity of other similar products; and g) general economic conditions and applicable regulatory environment.

4.9. IP rights claims may adversely affect the operation of the eByte platform. Regardless of the merit of any intellectual property or other legal action, any threatened action may reduce confidence in the eByte platform's long-term viability. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the eByte platform or holding or transferring their Tokens.

4.10. Cryptocurrency exchanges on which the Tokens may trade are relatively new and largely unregulated and may therefore be exposed to fraud and failure in a greater extent than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in Tokens trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of the Tokens. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may result in greater price volatility.

4.11. The Company's services may be utilized by unwanted and illegal elements to further their illegal motives. In order to prevent this the Company intends to introduce Know-Your-Client, due diligence and anti-fraud policies and procedures.

4.12. Political or economic crises may trigger large-scale sales of the Tokens, which may lead to a reduction in the price and adversely affect the value of the Tokens. Digital assets such as the Tokens, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events.

4.13. The Tokens transactions are irrevocable and stolen or incorrectly transferred Tokens are generally irretrievable. As a result, any incorrectly executed Tokens transactions could adversely affect the value of the Tokens. Without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform cryptocurrency transactions are not, from an administrative perspective, reversible. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of the Tokens or a theft of the Tokens generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of the Tokens. Any malfunction or unexpected functioning of the Ethereum blockchain may impact the purchaser's ability to transfer or securely hold the Tokens. Such impact could adversely affect the value of the Tokens.

4.14. Due to any number of reasons, including without limitation the failure of business relationships or marketing strategies, that the Company and all subsequent marketing from the money raised from the sale of the Tokens may fail to achieve success.

4.15. Purchasers shall be eligible to participate in the Token generation event subject to applicable legislative and regulatory restrictions and prohibitions in their respective jurisdictions. The Company shall refuse selling Tokens to residents of the jurisdictions specified in clauses 2.11-2.12 of the Terms and may refuse selling them to other ineligible countries' residents subject to local restrictions and prohibitions. The Company shall not be held liable should an ineligible purchaser acquire the Tokens by any means.

4.16. Personal information received from the Token holders and the information about the number of tokens holders serviced by the Company, the wallet addresses used, and any other relevant information may be disclosed to law enforcement, government officials, and other third parties when the Company is required to disclose such information by law, subpoena, or court order. The Company shall at no time be held responsible for such information disclosure.

4.17. Limitation of Company Parties' Liability - To the fullest extent permitted by applicable law: in no event will any of Company Parties be liable for any Damages arising out of or in any way related to the sale or use of the Tokens, use of the Platform or otherwise related to this Agreement, regardless of the form of action, whether based in contract, tort (including simple 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 in no event will the aggregate liability of the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement or the use of or inability to use the Tokens or the Platform, exceed the amount you pay to Company for the Tokens. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Company Party. Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Company's reasonable control. If applicable law does not allow all or any part of the above limitation of liability to apply to Buyer, the limitations will apply to Buyer only to the extent permitted by applicable law. Buyer understands and agrees that it is Buyer's obligation to ensure compliance with any legislation relevant to his country of domicile concerning purchase and use of the Tokens and that Company Parties should not accept any liability for any illegal or unauthorized purchase or use of the Tokens.

4.18. Indemnification for Losses Incurred by a Company Party - To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Company Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Company Party arising from or relating to: Buyer's purchase or use of the Tokens or the Platform; Buyer's responsibilities or obligations under this Agreement, the Terms of Use or the Privacy Policy; Buyer's violation of this Agreement, the Terms of Use or the Privacy Policy; any inaccuracy in any representation or warranty of Buyer; Buyer's violation of any rights of any other person or entity; and/or any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under 7.6. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

4.19. Force Majeure - Company Parties shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

4.20. Release - To the fullest extent permitted by applicable law, Buyer releases the Company Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and Company Parties and the acts or omissions of third parties. Buyer expressly waives any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Buyer may know or suspect to exist in favor of Buyer at the time of agreeing to this release.

## 5. TAXATION OF TOKENS

The Company makes no representations about the tax implications of the sale of the Tokens or the possession or use of the Tokens. The purchaser bears the sole responsibility to determine if the purchase of the Tokens or the potential appreciation or depreciation in the value of the Tokens over time has tax implications for the purchaser in the purchaser's home jurisdiction. By purchasing the Tokens, and to the extent permitted by law, the purchaser agrees not to hold the Company liable for any tax liability of the purchaser associated with or arising from the purchase of the Tokens.

## 6. LIMITATIONS OF LIABILITY. WAIVER

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RESULTED TO USE OF, OR INABILITY TO USE, TOKENS OR THE PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, TOKENS. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE COMPANY IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF TOKENS, AND THAT THE RISK OF PURCHASING TOKENS RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER MAY HAVE PAID FOR THE PURCHASE OF TOKENS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE DAMAGE ARISING FROM ANY WILLFUL MISCONDUCT OR FRAUD OF THE COMPANY.

## 7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1. These Terms will be governed by and construed and enforced in accordance with the laws of Germany.

7.2. Each party agrees for the benefit of the other, but without prejudice to the right of any party to take any proceedings in relation hereto before any other court of competent jurisdiction that the courts of the Germany shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these Terms and any Instructions given hereunder and, for such purposes, irrevocably submits to the jurisdiction of such courts.

7.3. Informal Dispute Resolution - Buyer and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it (" Disputes "). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Articles 7.4 – 7.6.

7.4. No Class Arbitrations, Class Actions or Representative Actions - Any Dispute is personal to Buyer and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

7.5. Arbitration Proceedings - Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

7.6. Each party further irrevocably waives any objection which it may have or be entitled to claim at any time to the commencement of any such suit, action or proceeding before such courts, or that any such suit, action or proceeding has been brought in an inconvenient forum, or to the enforcement of any judgment in respect thereof over any of its assets or property in any jurisdiction.

## 8. SEVERABILITY

If any term, clause or provision of these Terms is held 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.

## 9. AMENDMENTS TO AGREEMENT

Company reserves the right to change, modify, add, or remove portions of this Agreement for any reason at any time during the Token Sale and afterwards by posting the amended Agreement on the Website. The revised version will be effective at the time Company posts it unless indicated otherwise. If you do not agree to be bound by the amended or modified Agreement, you must cease accessing or using the Platform.

## 10. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Company may assign Company's rights and obligations under this Agreement.

## 11. NO COMPANY'S WAIVER OF RIGHTS

Company's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

## 12. THIRD PARTY RIGHTS

Except as otherwise provided herein, this Agreement is intended solely for the benefit of Buyer and Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

## 13. NOTICES

All notices, requests, claims, demands and other communications concerning this Agreement ("Notices") that a Company Party provides to Buyer, including this Agreement, will be provided in electronic form by: posting a Notice on the Website; or sending an email to the email address then associated with Buyer's account. Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when a Company Party sends the email. It is Buyer's responsibility to keep his email address current. Buyer will be deemed to have received any email sent to the email address then associated with his account when a Company Party sends the email, whether or not Buyer actually receives or reads the email. Notices that Buyer provides to a Company Party must be in the English language and delivered to the Company Party by email ([info@eByte-blockchain.com](mailto:info@eByte-blockchain.com)). Such Notices will be effective one business day after they are sent.

## 14. POSSIBILITY TO NEGOTIATE AGREEMENT

Each party hereto has had an unlimited and real opportunity to influence the terms of this Agreement as well as to propose, exclude and add any provisions of this Agreement. All the terms of this Agreement are agreed by parties hereto jointly. The circumstances of the preparation of this Agreement should not affect the interpretation of its terms and the sharing of the burden of proof between the parties hereto. If Buyer has any proposals to amend, correct or add this Agreement, he can contact Company by email ([info@eByte-blockchain.com](mailto:info@eByte-blockchain.com)).

## 15. REPRESENTATION

I confirm that I'm intending to purchase eByte Tokens as a placeholder.