

Terms and Condition

These Terms and Conditions (the “T&C”) apply to user and the buyer of the Eidoo token and future user of the Eidoo platform.

PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY.

IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

By purchasing Eidoo tokens during token sale period, in the jurisdiction of Switzerland, you will be bound by these Terms, and all terms incorporated by reference. Your purchase of Eidoo tokens is subject to these Terms.

APPLICABILITY

1. The following T&C constitute the agreement (the “Agreement”) between Eidoo Sagl (hereinafter “Eidoo”), a Swiss Company with registration number CHE-370.900.525, and you (the “User”) with respect to the purchase of the Eidoo token and the future use of the services offered through the Eidoo platform. By using our services, you are agreeing to be bound by the T&C in its newest version. You are aware that Eidoo may change this T&C in

any time. Your continued use of the platform means that you accept any new or modified terms.

THE EIDOO PLATFORM

2. Eidoo is a open source platform based on a blockchain technology. The use of a blockchain protocol, will enables the platform to be decentralized and fully automatized, where the parties can trade goods and exchange services, with a lower transaction costs, using the Eidoo token as a currency.

THE EIDOO TOKEN

3. In order to fund the development of the Eidoo ecosystem, 100,000,000 ERC20 tokens (onwards called Eidoo tokens, or EDO) will be created on the Ethereum blockchain, token that will be sold to the public in exchange of cryptocurrencies payment. The Eidoo token is a coin, which will allow the User to access the service provided by the Eidoo platform.
4. The Eidoo token does not have the legal qualification of a security, since it does not give any rights on dividend or interest. The Eidoo token is final and non-refundable. The Eidoo token is not a share and does not give any right to participate to the

general meeting of the Company. The Eidoo token cannot have a performance or a particular value outside the Eidoo platform. The purchase and use of Eidoo token shall therefore not be done for speculative usage.

5. Any User purchasing any Eidoo token, expressly acknowledge and represent that he/it have carefully reviewed these T&C and fully understand the risks, costs and benefits associated with the purchase of Eidoo token as indicated in the T&C.

KNOWLEDGE REQUIRED

6. The User undertakes to purchase Eidoo token in relation to the token sale should ensure that he/it understands and has significant experience of cryptocurrencies, blockchain systems and services, and that he/it fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.
7. Eidoo shall not be responsible for any loss of Eidoo token or situations making it impossible to access to Eidoo token, which may result of any actions or omissions of the User or any person undertaking to acquire Eidoo token.

RISKS

8. Acquiring Eidoo token and store involves various risks, in particular that Eidoo may not be able to launch its operations, develop its platform and provide the services promised. Therefore, and prior to acquiring Eidoo token, any User should carefully consider the risks, costs, and benefits of acquiring Eidoo token within the token sale and, if necessary, obtain any independent advice in this regard. Any interesting person being not in the position to accept nor to understand the risks associated to the activity (incl. the risks related to the non-development of Eidoo network and operations) or any other risks as indicated in the T&C, should not acquire Eidoo token, at this stage or ever later.

DISCLAIMER

9. These T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include nor contain any information or indication that might be considered as a recommendation or that might be use to base any investment decision. The Eidoo token is just a currency token and is not intended to be used as an investment.
10. Any information in the T&C is given for general information purpose only and Eidoo does not provide with any warranty as to the accuracy and completeness of this information.

11. The offering of Eidoo token on a trading platform is done in order to allow the use of the Eidoo platform services and not for speculative purposes.
12. Employees of Eidoo are allowed to operate with Eidoo token at market price if they are not in knowledge of information that may modify the price of the token.
13. Eidoo will be an operative entity managing the Eidoo platform. Therefore, Eidoo is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.
14. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the World. In that respect, regulatory measures, investigations or actions may impact Eidoo's business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire Eidoo token must be aware that Eidoo business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, Purchasers and any person undertaking to acquire Eidoo token acknowledge and understand that neither Eidoo nor any of its affiliate shall be held liable for any direct or indirect loss or damages caused by such changes.
15. Eidoo will do its best to launch its operations and develop Eidoo platform. Any person undertaking to acquire Eidoo token acknowledge and understand however that Eidoo does not provide with any guarantee that it will manage to achieve it. They acknowledge and understand therefore that Eidoo (incl. its bodies

and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the Eidoo token, excepted in case of intentional misconduct or gross negligence.

REPRESENTATION AND WARRANTIES

16. By participating in the token sale, the User agree to the T&C and in particular, they represent and warrant that they:
are authorized and have full power to purchase Eidoo token according to the laws that apply in their jurisdiction of domicile;

1. are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing EDO or signing on behalf of a U.S. Person;
2. are not a Chinese resident nor are they purchasing EDO or signing on behalf of a Chinese resident;
3. are not acting for the purpose of speculative investment;
4. lives in a jurisdiction which allows Eidoo to sell the Eidoo token through a crowdsale without requiring any local authorisation;

5. will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
6. are solely responsible for determining whether the acquisition of Eidoo token is appropriate for them;
7. are acquiring Eidoo token for a use of the Eidoo platform;
8. understand the risks associated with the Token Sale (incl. the risks related to the non-development of Eidoo network and operations).
9. understand the use of cryptocurrencies and its associated risks.

LIMITATION OF LIABILITY

17. Eidoo as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the token sale, or any technical, interruption or malfunction of the platform.
18. The limitation of liability set out above shall not be applicable in the event that Eidoo, or a Eidoo-employee has caused the damage by intentional misconduct or by gross negligence.

SEVERABILITY

19. If any of the provisions of these T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

APPLICABLE LAW AND JURISDICTION

20. These T&C are subject to and governed by Swiss law to the exclusion of Swiss International Private Law and any International Treaties. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be Lugano, Switzerland. The arbitral proceedings shall be conducted in English.

If you have any questions regarding these Terms, please contact us at legal@eidoo.io

Chiasso CH, 20 September 2017