

Terms and Conditions

The Terms and Conditions (the “**T&C**”) apply to the buyer of the EVA Token (hereinafter the “**EVA**” or the “**EVA Token**”) and user of the Eventboost platform (the “**User**”). 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 the EVA Token during the token sale period (hereinafter the “**Token Sale**”), in the jurisdiction of Switzerland, you will be bound by these T&C, and all terms incorporated by reference. Your purchase of EVA Tokens is subject to these T&C.

Applicability

1. The following T&C constitute the agreement (the “**Agreement**”) between Eventboost SA (hereinafter “**Eventboost**” or the “**Company**”), a Swiss Company Limited by Shares incorporated in Chiasso, and you with respect to the purchase of the EVA Token and the use of the services offered through the Eventboost platform. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that Eventboost may change this T&C at any time at its sole discretion. Your continued use of the Eventboost platform or your continued hold of the EVA Tokens means that you accept any new or modified terms.

Services

2. Eventboost developed a platform which simplifies guests management complexities before, during, and after any events.
3. Eventboost will develop a secure, efficient, decentralized blockchain-based platform that provides event organizers, corporations and third-party ticketing systems with solutions to the biggest challenges currently affecting the ticketing industry.
4. Eventboost has released the “EVA Token” the internal digital currency for its blockchain ticketing platform, which gives access to the platform and ensures the execution of all operations.
5. Eventboost does not allow the deposit, withdrawal or direct exchange of assets between Users of the service. Eventboost is not a market-maker. All purchase and disposal of crypto assets by Eventboost take place through third-party exchanges, platforms or agents.

The EVA Token

6. EVA Token functions as a utility token on the Eventboost platform, which will allow Users the access of the Eventboost platform. Through the Token Sale, the Users acquire the rights to use the Eventboost platform.
7. EVA Token does not have the legal qualification as a security since it does not give any rights on dividends or interest. EVA Token does not have the legal qualification as a payment token, since it is not intended to be used as a means of payment to acquire goods or services outside Eventboost’s services, or a means of money or value transfer. EVA Token is final and non-refundable. EVA Token is not a share and does not give any right to participate in the general meetings of the Company. EVA Token cannot have a performance or a particular value outside the Eventboost platform. The purchase and use of EVA Token shall therefore not be done for speculative usage.
8. EVA Token can be purchased during the Token Sale directly from the Company or after the Token Sale at the Company or any exchanger.
9. Any User purchasing EVA Token expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the purchase of this token as indicated in the T&C.

Knowledge required

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

Voluntary Know-your customer (KYC)

12. There will be a KYC procedure that Users will have to perform within the Eventboost platform in order to contribute to the token sale and to accept that Eventboost can refuse any payment which is not compliant with the internal due diligence.

Risks

13. Acquiring and storing EVA Token involves various risks, in particular that Eventboost may not be able to further develop its platform. Therefore, and prior to acquiring EVA Token, any User should carefully consider the risks, costs, and benefits of acquiring EVA Token within the Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity Eventboost or any other risks as indicated in the T&C, should not acquire EVA Token, at this stage or later.

Important Disclaimer

14. The 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 or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to Eventboost or any related or associated company. EVA Token will be used as a utility token and is not intended to be used as an investment.
15. Any information in the T&C is given for general information purpose only and is relevant to the day it has been written and Eventboost does not provide with any warranty as to the accuracy and completeness of this information now or in the future.
16. The offering of EVA Token on a trading platform is done in order to access the Eventboost platform, purchase services related exclusively to the latter and not for speculative purposes.
17. Eventboost is an operative entity managing the Eventboost platform. Eventboost is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.
18. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect Eventboost's business and even limit or prevent it from developing future operations. Any person undertaking to acquire EVA Token must be aware that the Eventboost 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, any person undertaking to acquire EVA Token acknowledge and understand that neither Eventboost nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.
19. Eventboost will do its best to launch all of its operations and further develop the Eventboost platform. Any person undertaking to acquire EVA Token acknowledges and understands that Eventboost platform will function and provide access and services as at the launching of the crowdsale. Depending on further potential developments of the Eventboost platform, other services may be released and offered to the Users.
20. Acquiring EVA Token shall not grant any right or influence over Eventboost's organization and governance to the Users. These tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledge and understand therefore that Eventboost (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 EVA Token, excepted in case of intentional misconduct or gross negligence.
21. EVA Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the EVA Token network to malfunction or operate in a way that is not expected.
22. Employees of Eventboost are allowed to operate with EVA Token at market price if they are not in knowledge of information that may modify the price of the EVA Token.

Representation and Warranties

23. By participating in the Token Sale, the User agrees to the T&C and in particular, they represent and warrant that they:
 - i are authorized and have full power to purchase EVA Token according to the laws that apply in their jurisdiction of domicile;
 - ii are not a U.S. citizen, resident or entity (a "U.S. Person") nor are they purchasing EVA Token or signing on behalf of a U.S. Person;
 - iii are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
 - iv are not acting for the purpose of speculative investment;
 - v live in a jurisdiction which allows Eventboost to sell the EVA Token through a crowdsale without requiring any local authorization;
 - vi does not lives in a jurisdiction which is qualifying token issued through a crowd sale as securities;
 - vii will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - viii are solely responsible for determining whether the acquisition of EVA Token is appropriate for them;

- ix are acquiring EVA Token exclusively for use of the Eventboost platform;
- x understand the risks associated with the Token Sale (incl. the risks related to the non-development of Eventboost platform and operations) and
- xi understand the use of cryptocurrencies and its associated risks.
- xii acknowledges and accepts that the EVA Token crowdsale is taking place within a Swiss legal environment that is still under development.

Intellectual Property Rights

- 24. To the extent that copyright trademark or any other intellectual property rights exist in the Eventboost platform, such as software, know-how, analysis or programs, those existing and future copyrights and other intellectual and industrial rights (hereinafter “IP rights”) belong solely to Eventboost and its affiliated companies and you as a buyer do not and will not have any related rights in such IP Rights.

Limitation of Liability

- 25. Eventboost, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or responsibility for any loss raised from the Token sale, arising out of or related to the use of the Eventboost platform or any technical, interruption or malfunction of the Eventboost platform.
- 26. The limitation of liability set out above shall not be applicable in the event that Eventboost, or a Eventboost-employee, has caused the damage by intentional misconduct or by gross negligence.

Severability

- 27. If any of the provisions of the 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

- 28. The T&C are subject to and governed by Swiss Law to the exclusion of Swiss International Private Law and any International Treaties. Any User and Eventboost agree to seek an amicable settlement prior to bringing any legal action 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 Chiasso, Switzerland. The arbitral proceedings shall be conducted in English.