

EBIT TOKEN SALE TERMS AND CONDITIONS

The following **Terms and Conditions** ("**Terms**") govern your ("**you**" or the "**Purchaser**") purchase of cryptographic tokens ("**EBIT TOKEN**") from EBIT System Limited, a company incorporated under the laws of Malta, bearing company registration number C87751 and having its registered address at 192, Old Bakery Street, Valletta, VLT 1455, Malta (the "**Company**"). Each of you and the Company is a "**Party**" and, together, the "**Parties**" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

This document describes the EBIT TOKEN sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE EBIT TOKEN FROM THE COMPANY. BY PURCHASING EBIT TOKEN FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT OFFICE@EBITSYSTEM.COM.

By purchasing EBIT TOKEN, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**EBIT TOKEN Team**") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of EBIT TOKEN, including losses associated with the terms set forth below.

DO NOT PURCHASE EBIT TOKEN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING EBIT TOKEN, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE EBIT TOKEN.

PURCHASES OF EBIT TOKEN SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION

MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF EBIT TOKEN DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF EBIT TOKENS RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE EBIT TOKEN OR PARTICIPATE IN THE SALE OF EBIT TOKEN. YOUR PARTICIPATION IN THE EBIT TOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE EBIT TOKEN IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Conditions to EBIT TOKEN sale

YOU MAY NOT ACQUIRE A EBIT TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OF [AFGHANISTAN, BOSNIA AND HERZEGOVINA, PEOPLE'S REPUBLIC OF CHINA, GUYANA, IRAN, IRAQ, LAO PDR, NORTH KOREA, SOUTH KOREA, SYRIA, UGANDA, UNITED STATES, VANUATU, AND YEMEN] OR IF YOU ARE A RESIDENT IN A JURISDICTION WHERE THE OFFERING OF EBIT TOKEN IS PROHIBITED.

When you purchase, or otherwise receive, a EBIT TOKEN, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the EBIT TOKEN:

- neither the Company nor any of the EBIT TOKEN Team has provided you with any advice regarding whether the EBIT TOKEN is a suitable purchase for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of EBIT TOKEN in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of EBIT TOKEN and allocate EBIT TOKEN to you;
- you have not supplied us with information relating to your acquisition of EBIT TOKEN or otherwise which is inaccurate or misleading;

- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain EBIT TOKEN, and you are not aware of any other legal reason to prevent you from obtaining EBIT TOKEN;
- you take sole responsibility for any restrictions and risks associated with receiving and holding EBIT TOKEN;
- by acquiring EBIT TOKEN, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using EBIT TOKEN for any illegal purpose, and will not use EBIT TOKEN for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of EBIT TOKEN;
- your acquisition of EBIT TOKEN does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of EBIT TOKEN and/or the Ethereum Network;
- you accept that EBIT TOKEN are created and you obtain EBIT TOKEN on an “as is” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing EBIT TOKEN without being able to provide any warranties in relation to EBIT TOKEN, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of EBIT TOKEN (ii) the potential appreciation or depreciation in the value of EBIT TOKEN over time, if any, (iii) the sale and purchase of EBIT TOKEN; and/or (iv) any other action or transaction related to EBIT TOKEN has tax implications.

2. Overview of EBIT TOKEN sale

The maximum total amount of EBIT TOKEN to be issued is 210 000 000 tokens.

The EBIT TOKEN will be issued in the following manner:

ICO sales stages

Stage 1:
40 MLN EBIT TOKENS FOR 0,24\$

Stage 2:
20 MLN EBIT TOKENS FOR 0,48\$

Stage 3:
10 MLN EBIT TOKENS FOR 0,96\$

The Company reserves the right to accept payment in Bitcoin, Ethereum, Euro, USD .

The minimum subscription amount for the public sale is 100\$.

3. Timing of EBIT TOKEN Sale

The ICO has commenced on the 15th of September 2018 and it is going to conclude on the 31st of December 2018 or on the date marking the sale of all the EBIT TOKENS (whichever is the earliest date).

4. After the EBIT TOKEN Sale

The Purchasers should have no expectation of influence over governance of the Company.

5. All purchases of EBIT TOKEN are final

ALL PURCHASES OF EBIT TOKEN ARE FINAL. PURCHASES OF EBIT TOKENS ARE NON-REFUNDABLE. BY PURCHASING EBIT TOKENS, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING EBIT TOKENS CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR THE EBIT TOKEN, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL EBIT TOKEN FROM SUCH OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

6. Taxation of EBIT TOKEN

The Purchaser bears the sole responsibility to determine if the purchase of EBIT TOKENS or the potential appreciation or depreciation in the value of EBIT TOKENS over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing EBIT TOKENS, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of EBIT TOKEN.

7. Privacy

To enable the subscription of the EBIT TOKENS and the contract formed between us, we will process your personal data in accordance with the processes set out in our Privacy Notice available at <https://ebitsystem.com/privacy-policy.pdf>. For certain activities described in our Privacy Notice we require your consent which you are kindly requested to provide.

Any purchase of EBIT TOKENS also implies acceptance of our IP Address and Cookie Policy which can be accessed via the following link: <https://ebitsystem.com/cookie-policy.pdf>

8. Force Majeure

The EBIT Team is not liable for failure to perform solely caused by any unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party 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.

9. Complete Agreement

These Terms set out herein and in this White Paper form the entire understanding between the Purchaser and the Company with respect to the purchase and sale of EBIT TOKENS.

10. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing EBIT TOKEN. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

11. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the EBIT Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of EBIT TOKEN; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 11. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

12. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold EBIT TOKENS purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your EBIT TOKEN. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

13. Governing Law

The Terms and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms shall be governed by and construed in accordance with Maltese law.

14. Jurisdiction

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination (“**Dispute**”), shall be referred to and finally resolved by the courts of Malta.