

## eLocations Token Sale Terms and Conditions

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PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE OR PURCHASING ELOCATIONS TOKEN, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH ELOCATIONS. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION SECTION. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF eLOCATIONS TOKEN AND NAVIGATE AWAY FROM THE ELOCATIONS WEBSITE.

These Terms & Conditions and any terms expressly incorporated herein (the “Agreement”) govern the purchase (the “Purchase”) by you (“Purchaser” or “you”) of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “eLocationsToken” or “LocationToken”) from The eLocations AG., a public limited company incorporated in Switzerland with company number CHE-459.123.759. (“eLocations”, “Company”, “us”, “our” or “we”) during the token sale period (the “Sale Period”), your use of the related ERC-20 eLocations token contract (the “eLocationsToken Smart Contract”), and your use of the eLocationsToken Sale contract (the “eLocations Smart Sales Contract”) (the “eLocationsToken Smart Contract” and the “eLocations Smart Sale Contract” are referred to, collectively, herein as the “eLocations Smart Contracts”). Purchaser and eLocations are herein referred to individually as a “Party” and, collectively, as the “Parties”. There may be other entities within the eLocations group of companies from time to time (“eLocations Companies”) that will develop, manage and/or operate the eLocations Platform (or parts thereof) and references in these Terms & Conditions to eLocations shall be to eLocations, the eLocations Companies and their respective successors and assigns.

THE INFORMATION CONTAINED IN THIS SITE AND THIS AGREEMENT DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, OR AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY SECURITIES. ELOCATIONS TOKEN ARE NOT AN INVESTMENT. ELOCATIONS TOKEN ARE NOT INVESTMENT PRODUCTS BUT WILL BE REQUIRED TO USE THE ELOCATIONS RETAIL REAL ESTATE PLATFORM WHEN IT IS COMPLETED. THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF ELOCATIONS TOKEN.

THE SITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. LOCATIONTOKEN MAY NOT BE PURCHASED THROUGH THE SITE BY ANYONE UNDER THE AGE OF 18. BY USING THE SITE AND/OR PURCHASING LOCATIONTOKEN THROUGH THIS SITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.

If you have any questions relating to these Terms & Conditions, please contact us at [ico@eLocations.com](mailto:ico@eLocations.com).

### **A. *Scope of Terms***

#### **1. Scope**

Unless otherwise stated herein, this Agreement governs only your Purchase of eLocations Token from us during the Sale Period, and your corresponding use of the eLocations Smart Contracts.

## 2. Platform Terms of Use

Any use of eLocations Token in connection with providing or receiving services on the eLocations platform (the “eLocations Platform”) will be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”), which will be made available on the eLocations Platform website when the eLocations services are operational. The planned services to be offered through the eLocations Platform, which is subject to change, is set in the white paper. We may add new terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict between this Agreement and the Platform Terms and Policies, this Agreement shall govern your Purchase, and the Platform Terms and Policies shall govern your use of the eLocations Platform.

## 3. Website Terms of Use

Use of this website (<http://www.elocations.io/>) (our “Site”) is governed by terms of use, as may be amended from time to time (the “Terms of Use”), which can be found through the Terms of Use link. Those Terms of Use are hereby incorporated by reference. Purchaser has read, understands and agrees to those Terms of Use.

## 4. Whitepaper

eLocations has prepared a white paper, available on our Site, which describes the proposed uses of the eLocations Token (the “White Paper”). The White Paper is of a descriptive nature only, and is not binding and do not form part of these Terms and Conditions.

## **B. LocationToken Sale Procedures and Specifications**

### 1. General

eLocations intends to allocate and distribute a limited number of eLocations Token (the “LocationToken Sale”). Important information about the procedures and specifications of our LocationToken Sale is provided in the whitepaper and these terms and conditions, including, but not limited to, details regarding the timing and pricing of the LocationToken Sale, the amount of LocationToken we will sell and our anticipated use of the LocationToken Sale proceeds. BY PURCHASING ELCATIONS TOKEN, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND HAVE NO OBJECTION TO THESE PROCEDURES AND SPECIFICATIONS.

### 2. Final Sale

Your Purchase of eLocations Token from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel eLocations Token purchase requests at any time in our sole discretion. In case of a refund, eLocations is not covering any fees or conversion costs that may occur.

### 3. Not an Offering of Equity.

Purchaser acknowledges and agrees that the sale of eLocations Token and the eLocations Token themselves are not a share or equity interest, debt or loan nor a derivative instrument of any of the foregoing. This Agreement and all other documents referred to in this Agreement, do not constitute a prospectus or offering document and are not an offer to sell nor the solicitation of an offer to buy an investment, security, share, equity interest or debt nor a derivative interest of any of the foregoing.

#### 4. Not an Investment

Purchaser should not participate in the eLocations Token Sale or Purchase eLocations Token for investment purposes. The Purchase of eLocations Token pursuant to this Agreement is not designed for investment purposes and should not be considered as a type of investment. Purchaser acknowledges, understands and agrees that Purchaser should not expect, and there is no guarantee or representation or warranty by eLocations, that (a) eLocations Token will be listed for trading on any exchange, or (b) the eLocations Platform will be adopted as described in the White Paper and not in a different or modified form.

#### 5. Not for Speculation

Purchaser acknowledges and agrees that Purchaser is not purchasing eLocations Token for purposes of investment or speculation or for immediate resale or other financial purposes. Purchaser acknowledges and agrees that Purchaser has no expectation of economic benefit or profit from purchasing eLocations Token. Purchaser agrees that if Purchaser determines to transfer eLocations Token, Purchaser will not portray eLocations Token to prospective transferees as an investment opportunity to obtain an economic benefit or profit.

### **C. No Other Rights Created**

#### 1. No Claim, Loan or Ownership Interest

The Purchase of eLocations Token (a) does not provide Purchaser with rights of any type with respect to eLocations or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not a loan to eLocations and (c) does not provide Purchaser with any ownership or other interest in eLocations.

#### 2. Intellectual Property

eLocations retains all right, title and interest in all of eLocations's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information and data, whether or not protectable by patent, copyright or trademark. Purchaser may not use any of eLocations's intellectual property for any reason without eLocations's prior written consent.

### **D. Risks**

#### 1. Acknowledgement

You expressly acknowledge that you have carefully reviewed and understand and assume the risks associated with purchasing, holding and using LocationToken and using the corresponding eLocations Token Smart Contract. BY PURCHASING ELOCATIONS TOKEN USING THE ELOCATIONS SMART CONTRACTS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS, INCLUDING THAT LOCATIONTOKEN MAY HAVE NO VALUE.

### **E. Audit of the Smart Contract System**

#### 1. Audit

eLocations shall exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

## 2. Smart Contract Technology

Smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and LocationToken are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USD, ETH and/or BTC contributions and/or eLocations Token.

### **F. Security**

#### 1. Your Obligations

You are responsible for implementing reasonable measures for secure access to the device, wallet, vault or other storage mechanism you use to Purchase, receive and hold eLocations Token you Purchase from us, including any requisite private key(s), usernames, passwords or other login or 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 eLocations Token. We are not responsible for any such losses. You understand and agree that all Purchases of eLocations Token are non-refundable and you will not receive money or other compensation for any eLocations Token purchased.

#### 2. KYC process

You accept that you will receive your eLocations Token ONLY after having successfully passed through our KYC process. This means that LocationToken will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening you will not receive your eLocations Token. In the case that you do not successfully pass the KYC screening, You are agree that the company will hold your funds until the eLocations Token are fully distributed. You agree that the company may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase eLocations Token will not be automatically refunded to you without first submitting a refund request and that a refund request MUST be submitted within 6 weeks of the ICO end date.

### **G. Taxes**

#### 1. Tax Treatment

The purchase price that you pay for eLocations Token is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Purchase of LocationToken, including, for example, sales, use, value added and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use value added or similar tax arising from your Purchase of LocationToken.

#### 2. Acknowledgement

You acknowledge, understand and agree that (a) the Purchase and receipt of eLocations Token may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) eLocations bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of eLocations Token or any other action or transaction related to the eLocations Platform or the eLocations Token Sale.

## **H. Representations and Warranties**

### **1. Representations by Purchaser**

By purchasing eLocations Token, you represent and warrant that:

- You have read and understand this Agreement and the White Paper;
- You have the necessary authority and consent to accept these Terms & Conditions, to enter into a binding agreement with eLocations and to perform the obligations set out herein;
- The acceptance of these Terms & Conditions and the entry into a binding agreement with eLocations shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;
- You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, token storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of your Purchase of eLocations Token, including, but not limited to, the matters set forth in this Agreement and to appreciate the risks and implications of purchasing eLocations Token, and you are able to bear the risks thereof, including loss of all amounts paid, loss of LocationToken and liability to the eLocations Parties and others for your acts and omissions, including, without limitation, those constituting breach of this Agreement, negligence, fraud or willful misconduct;
- You have obtained sufficient information about LocationToken to make an informed decision to Purchase eLocations Token;
- You understand that LocationToken confer only the right to provide and receive services on the eLocations Platform, and confer no other rights of any form with respect to eLocations, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;
- You are not purchasing eLocations Token for any uses or purposes other than to provide or receive services on the eLocations Platform, including, but not limited to, any investment, speculative or other financial purposes;
- You are not a person located, organized or resident in Cuba, Iran, Syria or the Crimea Region or any other country or territory that is subject of world-wide or territory wide sanctions; nor are you making a contribution for the purchase of eLocations Token for or on behalf of any such person or entity;
- You have all requisite power and authority to execute and deliver this Agreement, to use the eLocations Smart Contracts, to Purchase LocationToken and to carry out and perform your obligations under this Agreement;
- If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to Purchase eLocations Token;
- If you are an entity, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business;
- Your Purchase of eLocations Token complies with applicable law and regulation in your jurisdiction, including, but not limited to, (a) legal capacity and any other threshold requirements in your jurisdiction for the Purchase of LocationToken and entering into this Agreement with us, (b) any foreign exchange or regulatory restrictions applicable to such Purchase, and (c) any governmental or other consents that may need to be obtained;
- You will comply with any tax obligations applicable to you arising from your Purchase of LocationToken;
- The funds, including any fiat, virtual currency or cryptocurrency you use to Purchase eLocations Token, are not derived from or related to any unlawful activities, including,

- but not limited to, money laundering or terrorist financing, and you will not use the eLocations Token to finance, engage in or otherwise support any unlawful activities;
- The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with or constitute a default under, with or without the passage of time or the giving of notice (a) any provision of Purchaser's organizational documents, if applicable, (b) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your assets are subject, (c) any agreement, obligation, duty or commitment to which you are a party or by which you are bound or (d) any laws, regulations or rules applicable to you;
  - The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than you;
  - Neither you, nor any person having a direct or indirect beneficial interest in you or LocationToken being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of eLocations Token, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom or any other applicable jurisdictions (collectively, "Sanctions"), (b) is located, organized or resident in Cuba, Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (c) is listed in any Sanctions-related list of sanctioned persons, including, but not limited to, those maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (a) through (c);
  - Any contribution to be made by you for the purchase of LocationToken is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
  - You shall not use eLocations Token to finance, engage in, or otherwise support any unlawful activities;
  - If you are purchasing eLocations Token on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to "you" in this Agreement refer to you and such entity jointly);
  - You shall provide an accurate digital wallet address to eLocations for receipt of any eLocations Token distributed to you by eLocations;
  - You understand and accept the risks of contributing to early stage blockchain start-up business and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms & Conditions; and
  - In connection with the purchase of the eLocations Token, you represent to the Company the following: You will provide to the Company to our nominee, immediately upon request, information that any of the two of us, in any of our sole discretion, deem necessary or appropriate in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies or any judicial process. Such information or documents may include but are not limited to, passports, driver's licenses, utility bills, photographs, government identification cards or sworn statements, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized formation documents, and we or our nominee, may keep a copy of such information and disclose such information and documents in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that eLocations may refuse to distribute LocationToken to you until such requested information is provided.

## 2. Covenants of Purchaser

By purchasing LocationToken, you covenant with eLocations not to enter into or agree or attempt to enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, directly or indirectly, with any USA Person, PRC Person, South Korea Person or any person resident of, or located or domiciled in Cuba, Iran, North Korea, Syria, the Crimea Region, or any other country or territory that is subject of country-wide or territory-wide sanctions, to sell, lend, transfer, assign or otherwise dispose of or cease to exercise control of all, or part of any interest in any LocationToken.

### **I. Indemnification**

#### 1. Scope of Indemnity

To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless eLocations and its 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 “eLocations Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses of any kind (including attorneys’ fees) arising from or relating to (a) Purchaser’s purchase or use of the LocationToken, (b) Purchaser’s use of the eLocations Smart Contracts, (c) Purchaser’s responsibilities or obligations under this Agreement, (d) Purchaser’s breach or violation of this Agreement, (e) any inaccuracy in any representation or warranty of Purchaser, (f) Purchaser’s violation of any rights of any other person or entity and/or (g) any act or omission of Purchaser that is negligent or unlawful, or constitutes willful misconduct.

#### 2. eLocations Rights

eLocations reserves the right, at its option, to exercise sole control over the defense, at your expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between you and eLocations.

### **J. Disclaimers**

#### 1. Disclaimer by eLocations

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) LOCATIONTOKEN ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE LOCATIONTOKEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, UTILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE LOCATIONTOKENS OR THE ELOCATIONS SMART CONTRACTS ARE RELIABLE, CURRENT OR ERROR-FREE OR MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE LOCATIONTOKENS OR ELOCATIONS SMART CONTRACTS WILL BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT (i) THAT THE LOCATIONTOKENS, THE DELIVERY MECHANISM FOR LOCATIONTOKENS OR THE ELOCATIONS SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (ii) THE ABILITY OF ANYONE TO PURCHASE OR USE THE LOCATIONTOKENS, AND (iii) THAT THE PROCESS OF PURCHASING THE LOCATIONTOKENS, RECEIVING THE LOCATIONTOKENS OR USING THE ELOCATIONS SMART CONTRACTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE LOCATIONTOKENS OR ELOCATIONS SMART CONTRACTS ARE RELIABLE AND ERROR-FREE. AS A RESULT, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT

PURCHASER MAY NEVER RECEIVE LOCATIONTOKENS AND MAY LOSE THE ENTIRE AMOUNT PURCHASER PAID TO ELOCATIONS.

2. Exclusions

Some jurisdictions do not allow for the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

**K. Limitation of Liability**

1. No Consequential Damages.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ELOCATIONS NOR THE ELOCATIONS PARTIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PURCHASE OF LOCATIONTOKENS, OR YOUR USE OF THE ELOCATIONS SMART CONTRACTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PURCHASE PROCESS IS TO NOT MAKE A PURCHASE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF ELOCATIONS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US FOR THE LOCATIONTOKENS. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS MISCONDUCT OF ELOCATIONS NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

2. Exclusions

Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

**L. Data Protection**

1. Information Request

If we make an information request, we may require you to provide information and documents relating to (without limitation):

- your identity;
- your address;
- the source of funds used for the purposes of purchasing LocationToken; and/or
- any other documents or data from which you can be identified (together your "Personal Data").

2. Personal Data

We will not disclose your Personal Data except as expressly permitted under these Terms & Conditions and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these Terms & Conditions, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.



### 3. Process of Personal Data

We shall process your Personal Data in accordance with the Swiss law and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- the purchase of LocationToken and the processing of transactions related to the LocationToken Sale pursuant to these Terms & Conditions;
- providing you with information about us and our range of services;
- compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- management of enquiries and complaints;
- opening, maintaining or operating a bank account in the Company's name;
- resolving any Disputes with you;
- producing summary information for statistical, regulatory and audit purposes; and/or
- any other reasonable purposes in accordance with applicable law.

### 4. Access to Personal Data

Under the Swiss law you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

### 5. Transfer of Personal Data

You agree that we may, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms & Conditions you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

### 6. Controlling and Processing of Personal Data

You acknowledge, accept and understand that these Terms & Conditions, insofar as they relate to the controlling and processing of your Personal Data by eLocations, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in these terms and conditions. In order to access the eLocations Platform and provide or receive services therein or otherwise use and interact with the eLocations Platform, you will be required to accept the Platform Terms and Policies which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the eLocations Platform.

## ***M. Miscellaneous***

### 1. Entire Agreement

This agreement constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings among the Parties with respect to the subject matter hereof, both written and oral.

### 2. Amendment and Modifications

An amendment or modification of this agreement shall be effective or binding on the Parties only if it is in writing and signed by the Parties.

### 3. Severability

If any provision of this agreement is or becomes illegal, invalid or unenforceable, this shall not affect the validity of the remaining provisions of this agreement. The illegal, invalid or unenforceable provision shall be replaced by a provision which best meets the intent of the replaced provision.

### 4. Governing Law

This agreement shall be governed by and construed in all respects in accordance with the laws of Switzerland, to the exclusion of the conflict of law rules applicable therein as well as international and supranational law.

### 5. Jurisdiction

Any dispute, controversy or claim arising under, out of or in connection with this agreement or the Transaction contemplated herein that cannot be resolved by the Parties shall exclusively be referred to and finally determined by the Courts of the City of Zug, Switzerland.