

## TERMS OF TOKEN SALE

*Last updated: May 8th, 2018*

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 21 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF TOKEN SALE, DO NOT PURCHASE TOKENS OR REGISTER.

This document acts as an agreed upon Terms of Token Sale (“Terms”) between you (“Purchaser”, “User”, “you”) and IZ Immobilien Kriens GmbH, registered office address Langsägestrasse 2, 6010 Kriens, Switzerland (“IZ Immobilien Kriens GmbH”, “Company”, “we” or “us”). Each of you and the Company are a “Party”, and together the “Parties.” You accept these Terms when you purchase IZ Immobilien Kriens GmbH (Etheera)’s ETA tokens (“ETA Tokens”, “Tokens”).

ETA tokens is usual digital product (digital goods, digital commodities), developed by the Company as variety of digital tokens, specified by standard Ethereum ERC20 Token Standard (ERC20). The existence of this good maintains by smart contract developed by the Company and Ethereum blockchain developed by third parties. The Purchaser states that he knows all the aspects of such goods. The ETA Tokens can be issued by the Company only once during token sale period and within the limits stipulated by token sale, i.e. no more than 300 000 000 items (including 18 digits displayed to the right of the decimal point). ETA Tokens issuance is technically impossible after token sale neither for the Company nor for any other persons including the developers of Ethereum. ETA Tokens functions are determined by standard ERC20 and possibilities included into smart contract ETA tokens of the Company – this is, for example, receiving and storing, termination (“burning”), transfer to the other user of Ethereum. Some of those mentioned above of others sphere of application of ETA Tokens may appear in course of time – upon an initiative of the Company or without the participation and intention of the Company in accordance with blockchain technology. Since the moment of receiving of ETA Tokens by the Purchaser into its ownership for the aim of individual usage, the Company loses the possibility as well as instruments of full influence on ETA Tokens – since that moment ETA Tokens are considered to be Purchaser’s property, and the deal on the creative and transfer of such property from the Company to the Purchaser is considered to have been paid and legally closed. ETA Tokens are proposed for utilitarian usage in the capacity of service fee payment only (“Gas”, “Transactional gas”) in other independent product of the Company – IZ Immobilien Kriens GmbH (Etheera) platform and its derivatives (“Platform”). Transactional gas in

the capacity of ETA Tokens is necessary to the IZ Immobilien Kriens GmbH (Etheera) system for making and confirmation of transactions. Usage of Platform, including, but not limited to usage of ETA Tokens in Platform are then guided by separate agreements with IZ Immobilien Kriens GmbH (Etheera) and the users after successful ICO and Product launch. IZ Immobilien Kriens GmbH (Etheera) project will be issued in 2018 / 2019.. The token sale is the form of pre-order for usage of Platform. Blockchain was determined as database for keeping of data about release of good, its movement and redemption due to the fact of its reliability (permanence guaranteed by decentralizing) and popularity. Purchase of ETA Tokens is subject to these Terms.

By purchasing ETA Tokens from us, you will be bound by these Terms and all terms incorporated by reference and accept them automatically when purchase the etheera eta token. If you have any questions regarding these Terms, please contact a ETA Tokens sales team at [support@etheera.com](mailto:support@etheera.com)

You and the Company agree as follows:

### **1. Purchase of ETA Tokens**

Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of ETA Tokens at the price listed on [www.etheera.com](http://www.etheera.com) ("Site") and [www.etheeratokensale.com](http://www.etheeratokensale.com) depending on the time of purchase.

### **2. Scope of Terms**

(a) Unless otherwise stated herein, these Terms govern purchase of ETA Tokens from the Company during sale period from February 6<sup>th</sup>, 2018 to June 3<sup>th</sup>, 2018 ("Sale Period") or until a hard cap as provided in White Paper is reached, whichever is sooner ("Hard Cap"). Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during the Sale Period. Company may request to provide evidence of payment from Purchaser. ETA Tokens are sold for Ethereum and Hard Cap is determined in Ethereum too. As Ethereum and all other Crypto currencies move very fast up and down, means that the price for ETA tokens and the value can change fast. The Same also means for our set softcap and hardcap.

(b) Any use of ETA Tokens will be governed primarily by other applicable terms and policies, [which will be available on the Site or affiliated sites upon the distribution of

the ETA Tokens] (collectively, "Etheera Terms of Use"). The Etheera Terms of Use may change from time to time at the Company's sole discretion with the amended Etheera Terms of Use posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Etheera Terms of Use shall control with respect to any issues relating to the use of ETA Tokens.

(d) Terms of Token Sale, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and IZ Immobilien Kriens GmbH (Etheera). You cannot accept it the partially, this set of rules should be accepted in full.

(e) Should any conflict between Terms of Token Sale and Terms of Service, Terms of Token Sale shall prevail IZ Immobilien Kriens GmbH (Etheera) has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by this Terms.

### **3. Purchase Procedure**

(a) Purchase of ETA Tokens requires a creation of an Account on the Site [www.etheeratokensale.com](http://www.etheeratokensale.com). The user is responsible for its own Ethereum address included from creation to the safety of the private keys and security. IZ Immobilien Kriens GmbH (Etheera) is not liable in any way for any losses. IZ Immobilien Kriens GmbH (Etheera) is not ask, need or hold any private keys. IZ Immobilien Kriens GmbH (Etheera) suggests to the User to open the external Ethereum wallet with [www.myetherwallet.com](http://www.myetherwallet.com) or any other wallet that must support the ERC20 token standard.

(b) There is no white listing, but registration and verification process KYC + AML. The User is responsible for any legal consequences when he buys etheera eta token and it is his state laws which the user must respect. Example: to contribute and buy tokens even if we have excluded this country.

(c) The User is buying ETA Tokens as deposit via external Service Gateway and Partner Coinpayments and will see its Balance in its dashboard on EtheeraTokensale Website.

(d) IZ Immobilien Kriens GmbH (Etheera) can not check if the user has used the correct ETH address to purchase tokens and is not responsible for any of such mistakes made by the User.

#### **4. Distribution of ETA Token**

You are required to use an address of the third party digital wallet (“External Wallet”), where your purchased ETA Tokens will be distributed during 30 days since the Token Sale has ended on June 3<sup>rd</sup> 2018. The External Wallet must support the ERC-20 token standard. For any assistance with the setup of the External Wallet, Purchaser shall contact support@etheera.com. IZ Immobilien Kriens GmbH (Etheera) is providing an help guide that can be downloaded in the help tab.

#### **5. Timeframe of ETA Token Distribution and Receipt.**

The smart contract receive Ether transactions and automatically issue the ETA token transaction back. IZ Immobilien Kriens GmbH (Etheera) can not control this part as the smart contract is implemented on the decentral ethereum blockchain. Transaction speed and processes may varies depending other transactions and may overloaded blockchain and can take longer times to complete a transaction. Reason may be other ICO's, ERC20 and any other Ethereum transaction on the blockchain.

#### **6. Transaction and Balance control**

You are able to check your balance at your own Ethereum Wallet. IZ Immobilien Kriens GmbH (Etheera) provides the help guide that show you how to add a custom ERC20 Token as ETA Token to your MyEtherWallet and make them visible. Made transaction and the process can be viewed in your wallet or better directly in the smart contract transaction tab on etherscan website.

**7. Refund policy** The ETA tokens purchased are non-refundable.

## **8. ICO country exclusions**

Due to legal and political reasons, citizens from the US, Canada, China, Singapore, Hong Kong, North Korea and Iran cannot participate in the IZ Immobilien Kriens GmbH (Etheera) ICO and are self responsible to respect that rules on purchasing etheera eta token. IZ Immobilien Kriens GmbH (Etheera) is not liable for any orders as you agree automatically to our terms of sale and terms of tokensale when purchasing ETA.

## **9. ETA Token Price**

1 ETA Etheera token costs 0.000002 Ethereum

## **10. Softcap / Hardcap**

Hardcap is 105000 ETH. If hardcap reached, token sale will end automatically and no more ETA tokens can be purchased. There is no Softcap.

## **11. Bonus stages**

5. The smart contract is handling automatically any calculation of bonuses. They are set on the website [www.etheera.com](http://www.etheera.com) and the white paper.

## **12. Purchasers**

If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased ETA Tokens. Company shall not be responsible for any such losses. IZ Immobilien Kriens GmbH (Etheera) is not hold, provide or get any private keys.

## **13. Terms and Conditions of ETA Token.**

Also, the Etheera Token terms and conditions are as set forth in the White Paper (since it is custom for blockchain community in respect of sale of goods which are similar to ETA Tokens) located at [etheera.com](http://etheera.com), which terms are incorporated hereto by reference

## **14. Acknowledgment and Assumption of Risks.**

You acknowledge and agree that there are risks associated with purchasing ETA Tokens, holding ETA Tokens, and using ETA Tokens, as disclosed in the White Paper.

In case of questions regarding these risks, you shall contact the sales team at support@etheera.com. BY PURCHASING ETA TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## **15. Representations and Warranties.**

In connection with the purchase of the ETA Tokens, you represent to Company the following:

(a) You are aware of the terms and conditions of the ETA Tokens and have acquired sufficient information about the ETA Tokens to reach an informed and knowledgeable decision to acquire the ETA Tokens.

(b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the ETA Tokens.

(c) You understand that the ETA Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to IZ Immobilien Kriens GmbH (Etheera), including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(d) You shall not purchase ETA Tokens for any uses or purposes other than to use ETA Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes.

(e) You understand that the ETA Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of Switzerland, the Securities Act and securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Purchaser is resident.

(f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the ETA Tokens or any use

of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the ETA Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(g) Your purchase, payment for, and continued beneficial ownership of the ETA Tokens will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of ETA Tokens.

(i) You understand that websites [www.etherera.com](http://www.etherera.com) as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of this Terms. Versions of websites and documents translated into others languages are for informational purposes only and may translated by Translate machines.

(j) You understand that you shall be guided by that version of White Paper which is put on website [www.etheera.com](http://www.etheera.com) at the moments of ETA Tokens purchase or later.

(k) 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 (references to “you” in these Terms refer to you and such entity, jointly).

(l) You understand that IZ Immobilien Kriens GmbH (Etheera) cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser' s jurisdiction law shall prevail. The Purchaser entering into relationship with IZ Immobilien Kriens GmbH (Etheera) shall oblige its jurisdiction law.

## **16. Indemnification**

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company' s 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 ( “ Company Parties” ) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) purchase or use of ETA Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws. (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 16(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **17. Disclaimers**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE ETA TOKENS 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 ETA TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE ETA TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER’ S REQUIREMENTS, OR THAT DEFECTS IN THE ETA TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE ETA TOKENS OR THE DELIVERY MECHANISM FOR ETA TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

## **18. Limitation of Liability**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE ETA TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, 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 (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND 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 THESE TERMS OR THE USE OF OR INABILITY TO USE THE ETA TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE ETA TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 12(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

## **19. Release**

To the fullest extent permitted by applicable law, you release Company and 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 you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **20. Governing Law**

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Switzerland, without giving effect to principles of conflicts of law.

**21. Dispute Resolution; Arbitration.** PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND ETA AIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes” ) in which either Party

seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a county court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**(b) No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to this Agreement is personal to you 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 an 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.

**(c) Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to the support team at support@etheera.com. Notice to you shall be sent to the email address provided by you in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 21, commence an arbitration proceeding or, to the extent specifically provided for in Section 21(a), file a claim in court.

**(d) Process.** If allowed under the applicable law, any Dispute shall be referred to and finally resolved by arbitration administered by the Arbitration Court of Switzerland

Chamber of Commerce and Industry in accordance with the Code of Civil Procedure of Switzerland for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Switzerland. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English or German. Otherwise, the jurisdiction for arbitration shall be determined according to the applicable law

## **22. Miscellaneous.**

(a) Entire Agreement. These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

### **(b) Amendments.**

These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of ETA Tokens.

### **(c) Binding Agreement.**

These Terms provide the legally binding terms and conditions for the sale and purchase of the ETA Tokens. By purchasing the ETA Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of ETA Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

### **(d) Successors and Assigns.**

Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these

Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

**(e) Severability.**

In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

**(f) Headings.**

The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

**(g) Acceptance.**

You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of ETA Tokens.

**(h) Termination.**

IT Immobilien Kriens GmbH (Etheera) may terminate this Agreement with any one of you, i.e. to refuse the further service.