

## TERMS & CONDITIONS

This Terms and Conditions (hereinafter referred to as “**T&C**”) apply to the buyer of the GastroAdvisor Tokens (hereinafter referred to as “**FORK**”) and future user of the GastroAdvisor platform as defined in the White Paper (hereinafter referred to as the “**GastroAdvisor Project**”).

PLEASE READ THESE TERMS & CONDITIONS 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 GastroAdvisor TOKENS.

By purchasing the GastroAdvisor Tokens during the token sale period (hereinafter referred to as the “**GastroAdvisor Token Sale**”) you will be bound by these T&C, and all terms incorporated by reference. Your purchase of FORK tokens is subject to these T&C.

PLEASE NOTE THAT ANY ACQUISITION AND USE OF FORK TOKENS IS BY ITS NATURE SPECULATIVE AND INTRINSICALLY CARRIES SIGNIFICANT FINANCIAL RISKS, INCLUDING, BUT NOT LIMITED TO, THE POSSIBLE LOSS OF ALL VALUE INVESTED IN FORK TOKENS.

PRIOR TO PURCHASE FORK TOKENS, CAREFULLY CONSIDER THE POTENTIAL RISKS AND, TO THE EXTENT NECESSARY, CONSULT A LAWYER, ACCOUNTANT, AND/OR TAX PROFESSIONAL OR OTHER ADVISORS TO EVALUATE THE RISK ENTAILED. DO NOT OVERCOMMIT.

THE COMPANY (AS DEFINED BELOW) MAKES NO PROMISES NOR WARRANTIES WHATSOEVER OF POSSIBLE GAINS OR RETURNS, IN CASH OR IN ANY OTHER FORM. YOU CAN POTENTIALLY LOSE ALL YOUR CONTRIBUTION.

THE COMPANY (AS DEFINED BELOW) ALSO DOES NOT GUARANTY IN ANY WAY THE SUCCESS OR FULL EXECUTION OF THE GastroAdvisor PROJECT.

### **1. GENERAL**

The website <https://www.gastroadvisor.com/> (hereinafter referred to as the “**Website**”) and the sale of FORK Tokens are operated by GastroAdvisor Sagl, CHE-349.905.151 , with registered office in Grono, Switzerland (hereinafter referred to as the “**Company**”).

The Company is a commercial entity proceeding to the GastroAdvisor Token Sale for the sole purpose of developing and financing its commercial activity and to execute its vision in strict compliance with its company purpose. Please note that the Company is not acting as a financial entity or as an asset manager in the framework of the GastroAdvisor Token Sale. Any contributions collected through the GastroAdvisor Token Sale will be only used for the purpose of developing and financing the commercial activities of the Company in connection to the GastroAdvisor platform, as defined in this White Paper.

The purchase of the FORK Tokens will help the Company develop the GastroAdvisor Project, but will not provide the purchaser with any equity, asset, bond, security, derivative or any other financial instrument.

## **2. TERMS**

The T&C constitute the agreement (hereinafter referred to as the “**Agreement**”) between the Company and you (hereinafter also referred to as the “**User**”) with respect to the purchase of the FORK Tokens and the participation to the GastroAdvisor Token Sale, and to the future use of the services offered by the GastroAdvisor Project (hereinafter referred to as the “**Services**”).

The White Paper of the GastroAdvisor Project, the contents of the Website and websites accessible from hyperlinks on the Website, form an integral part of the T&C.

The T&C shall be carefully read by each User. Each User shall understand, irrevocably accept and comply with these T&C at all time.

The T&C provide certain information with regards to purchasing and using FORK Tokens.

The T&C do not purport to contain all information relating to FORK Tokens. In particular, they are not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to purchase FORK Tokens and must not be considered as providing complete information in relation to such a decision.

BY USING THE WEBSITE AND/OR PURCHASING FORK TOKENS, THE USER AGREES TO THESE T&C IN THEIR ENTIRETY.

IT IS UNDERSTOOD AND PRESUMED PER SE THAT BY THE FACTS OF USE OF THE WEBSITE AND PURCHASE OF FORK TOKENS, THE RESPECTIVE USER HAS FULLY READ, UNDERSTOOD, AND IRREVOCABLY ACCEPTED THESE T&C. IF ANY USER DOES NOT AGREE WITH THESE T&C IN GENERAL OR ANY PART OF IT, SUCH USER SHOULD ENTIRELY WITHHOLD FROM USING THE WEBSITE AND/OR PURCHASING FORK TOKENS.

IF YOU DO NOT AGREE TO ALL OF THESE T&C, PLEASE DO NOT USE THE WEBSITE OR ANY INFORMATION, LINK OR CONTENT CONTAINED ON THE WEBSITE AND DO NOT PARTICIPATE IN THE GastroAdvisor TOKEN SALE.

YOUR TRANSFER OF CRYPTOCURRENCIES TO THE COMPANY OR YOUR ACCESS TO AND USE OF THE WEBSITE CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY EACH AND EVERY RULE AND PROVISION OF THESE T&C, INCLUDING OUR PRIVACY POLICY THAT IS HEREBY INCORPORATED IN THESE T&C BY REFERENCE.

IF THE USER IS USING THE WEBSITE ON BEHALF OF HIS ORGANIZATION, SUCH ORGANIZATION ACCEPTS THESE T&C.

PLEASE NOTE THAT THESE TERMS HAVE NOT YET BEEN APPROVED BY ANY REGULATOR, COMPETENT AUTHORITY OR AUTHORISED PERSON IN GENERAL, AND SPECIFICALLY NOT WITHIN THE MEANING OF A COMPETENT AUTHORITY ACCORDING TO SWISS OR EU LAW. THEREFORE, RELYING ON THIS DOCUMENT FOR THE PURPOSE OF PURCHASING FORK TOKENS MAY EXPOSE YOU TO A SIGNIFICANT RISK OF LOSS OF ALL ASSETS.

By using the Services, the User agrees to be bound by the T&C in its latest version.

The User is aware that the Company may amend the T&C at any time and at its sole discretion. The continued use of the Services means that the User accepts any new or modified terms.

The amended version will be published on the Website and the terms described therein will come into effect upon publication on the Website.

### **3. THE GastroAdvisor PROJECT**

The GastroAdvisor Project aims to build the first global recommendation platform for restaurants and dining venues based on blockchain Ethereum. GastroAdvisor connects restaurants and customers through FORK token, rewarding users for their contributions and creating a reliable platform for informations and reviews of restaurants around the world.

GastroAdvisor wants to help people around the world to easily find restaurants and venues that match their personal taste, making it easier for the gastronomic businesses to find new customers and to grow in the web market. The token of GastroAdvisor (FORK) will be used as a reward for the users who, by booking and reviewing, contribute to the GA community, while some rewards will be donated to the hospitality employers who will affiliate to GA, contributing to get proper information and accepting tokens at the counter.

In addition to the search browser of the gastronomic venues, the first entirely gastronomic social network (SocialFood) will be created. This will make it possible to discover, with just a couple of clicks, news and activities of all the users of the community.

The FORK tokens will be generated on the Ethereum Blockchain with an Ethereum Standard ERC20 smartcontract.

ERC20 allows the immediate issue of the FORK tokens during the GastroAdvisor Token Sale and the quotation on an exchange platform within a few months from the GastroAdvisor Token Sale ending.

For any further and more detailed information related to the GastroAdvisor Project, the User shall refer to the latest version of the White Paper published on the Website.

The User understands and accepts that the development and execution of the GastroAdvisor Project is solely and exclusively of the competence of the Company.

The Company shall be entirely free in its way of developing and executing the GastroAdvisor Project, in particular (and among other measures) by engaging any subcontractors it would deem necessary to perform the entire or partial development and execution of the GastroAdvisor Project.

The scope of the development work will be dependent on, and triggered by, the amount received in cryptocurrency as result of the GastroAdvisor Token Sale.

The User understands and agrees that, for the purpose of the development and execution of the GastroAdvisor Project, the Company will receive a sum in cryptocurrency that will cover expenses, charges and other costs that may arise in relation to the Company and/or its subcontractors as part of the development and execution of the GastroAdvisor Project.

The Company will allocate the amount in cryptocurrency received as result of the GastroAdvisor Token Sale in accordance with the White Paper, but (within this general frame) the Company shall

decide at its sole discretion how to allocate the above mentioned amount in order to develop and execute the GastroAdvisor Project at its best.

The User understands and agrees that the GastroAdvisor Project is still at its beginnings and will need to go through substantial development works. As a consequence, it may undergo significant conceptual, technical and commercial changes before release, the identification and implementation of which are fully and entirely of the Company's discretion.

The User is aware of the risk that even if all or parts of the GastroAdvisor Project are successfully developed and released in full or in part, the GastroAdvisor Project could, due to a lack of public interest, be fully or partially abandoned, suspended, remain commercially unsuccessful or be shut down for lack of interest, funds, regulatory reasons or any other reasons. Such reasons, as well as any of their consequences, shall be assessed and evaluated by the Company itself. The Company shall therefore be fully and entirely free to take any and all measures it would deem necessary or appropriate. The User understands and agrees that the purchase of FORK Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of FORK Tokens).

#### **4. THE FORK TOKEN**

FORK Tokens are hybrid tokens, according to the FINMA (the Swiss Financial Market Supervisory Authority) definition, since they have the nature of utility tokens that the Users can use in relation to the Services and to the GastroAdvisor Project, as well as the nature of payment tokens, according to the specifications given in the White Paper.

The FORK Tokens does not have the legal qualification as an asset token, since it does not give any rights on dividends or interest. The FORK Token is final and non-refundable.

FORK TOKENS ARE NOT, AND SHALL NOT BE USED IN ANY WAY AS, EQUITY, ASSETS, BONDS, SECURITIES, DERIVATIVES OR ANY OTHER FINANCIAL INSTRUMENTS.

FORK Tokens are ERC20 tokens based on the Ethereum blockchain.

Any information given or inferred from the above mentioned website is not, and shall not be held as, part of these T&C.

The Users understand and agree that smart contract technology is still in an early development stage and its application of experimental nature. It therefore carries significant operational, technological, financial, regulatory and reputational risks. The Users are fully aware of such risks and accept them as part of your participation to the GastroAdvisor Token Sale and GastroAdvisor Project.

The User must access and use FORK Tokens using an ERC20-compliant wallet. It is the User's sole responsibility to not lose his FORK Tokens, in particular by losing access to the keys which allow access to the wallet and/or allowing malicious third parties to access the keys and/or the wallet.

THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY LOSS OF FORK TOKENS AND/OR OTHER DAMAGE INCURRED AS A RESULT OF THE TRANSFER OF THE FORK TOKENS TO THE USER'S WALLET OR LOSS OF KEY OR ATTACK ON THE WALLET.

The User understands and accepts that the purchase of FORK Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. Thus, the User understands and accepts that he/she/it will have no influence over governance of the Company.

FORK Tokens can be purchased during the GastroAdvisor Token Sale directly from the Company or, after the GastroAdvisor Token Sale, at the Company or at an exchange website.

## **5. FORK TOKEN SALE OFFER AND ACCEPTANCE**

FORK Tokens are available for purchase to eligible Users only during a specific contribution period (hereinafter referred to as the “**Contribution Period**”) defined in the White Paper and published on the Website.

The Company’s publication on the Website of an offer to purchase FORK Tokens to eligible Users is considered a legally binding offer of the Company to purchase FORK Tokens (hereinafter referred to as the “**Offer**”).

The Offer shall be available only on the Website and in the White Paper. Any other offer concerning GastroAdvisor Tokens Sale presented on any other website or internet resource shall be considered null and void and shall not put any obligations upon the Company.

The acceptance of the Offer by an eligible User, confirmed by the participation to the GastroAdvisor Token Sale, shall be deemed irrevocable and binding.

## **6. PRICE AND PAYMENT PROCEDURE**

The price of FORK Token is published on the Website and in the White Paper.

The Company accept Fiat currencies as payment for FORK Tokens.

The Company accepts ETH (Ethereum) and BTC (Bitcoin) as payment for FORK Tokens.

The list of cryptocurrencies may change during the GastroAdvisor Token Sale. Any change will be published on the Website and in the White Paper.

To purchase FORK Tokens, the User shall only send cryptocurrencies from his/her/its personal wallet, in the amount which is commensurate to the amount of the FORK Tokens the User is willing to receive for such payment.

The User undertakes to solely control the address and/or the wallet used for the purchase, and shall not act on behalf of any third party, and shall not transfer the control of the mentioned address and/or wallet to any third party.

Users are not entitled to send any funds to purchase FORK Tokens until the GastroAdvisor Token Sale has officially begun, except for the case of the GastroAdvisor Tokens presale that takes place before the general GastroAdvisor Tokens Sale and is conducted only among a limited number of especially eligible contributors as shall be defined by the Company at its sole discretion.

Users are not entitled to send any cryptocurrency to purchase FORK Tokens after the end of the Contribution Period.

The amount of FORK Tokens to be provided to each User shall be specified in eligible User's registered account on the Website upon completion of FORK Tokens purchase and the KYC ("know your customer") checks.

The purchased FORK Tokens shall be sent to the User's personal respective wallet via smart contract after the end of the Contribution Period.

In order to receive FORK Tokens, the eligible User is obliged to strictly follow any and all requirements and procedures set forth by the Company, as shall be mentioned on the Website and/or in the White Paper or otherwise communicated by the Company to the User.

The Company shall not be held liable for inability of the User to receive or use FORK Tokens because of User's failure to follow any of the requirements and procedures of the Company or due to any possible misrepresentations of the User.

No refunds, or any other type of repayment, of contributions of the Users shall be made in such cases by the Company.

The purchase of the FORK Tokens by the User from the Company is final. No refunds and/or cancellations will take place.

The Company shall not store FORK Tokens on a User's behalf. FORK Tokens shall be stored in the User's own wallet. The User is therefore the sole responsible to insure the correct keeping, in full security, of any and all access information relating to his wallet. The Company shall have no responsibility or liability in this context.

The Company does not have any access to any passwords of any User's wallet.

The User shall be solely responsible for any and all managing, use and decision linked to his/her/its FORK Tokens.

## **7. KYC & AML REGULATIONS**

Every User must comply with the applicable anti-money laundering regulations, in particular the Swiss Anti-Money Laundering Act (RS 955.0) and cooperate for the identification process according the provisions for the prevention of money laundering and for the KYC checks.

The Company is entitled to use subcontractors to fulfill the KYC obligations and the User agree to fully cooperate with any sub-contractor for this purpose.

The User shall (without limitation) answer fully and truthfully to any question or information request in relation to any money anti- laundering requirements, by the Company or by any sub-contractor.

The Company maintains a KYC policy to comply with the recordkeeping requirements. The Company aims to reasonably identify each prospective purchaser of FORK Tokens by cross-checking user data against governmental watch lists, including, but not limited to, the specifically designated nationals and blocked persons List maintained by OFAC, as well as third-party identity verification and

authentication services. If the User's proposed purchase is flagged through the Company's internal controls, the Company may require additional proof of identification from such User, and it has the right to not permit any purchases until additional and verifiable proof of identity is received and the User has been approved as a prospective participant to the GastroAdvisor Token Sale.

The Company may, from time to time, implement policies restricting or strengthening verification levels by nationality, country of residence, or any other factor. This may affect the User's right to purchase FORK Tokens or to withdraw FORK Tokens. The User agrees to fully indemnify the Company against any losses associated with an inability to purchase, withdraw, or use FORK Tokens based on the User's verification level.

The Company shall not be held liable for any false or misleading information that the User communicates to the Company or to its subcontractor(s) and the User shall fully indemnify the Company and its directors in the event of any claim, loss or damage (including reputational) in relation to a breach of applicable anti-money laundering regulations.

## **8. KNOWLEDGE REQUIRED**

The User undertaking to purchase FORK Tokens in relation to the GastroAdvisor Token Sale should ensure that she/he understands and has significant experience of tokens, cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the GastroAdvisor Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

The Company shall not be responsible for any loss of FORK Tokens or situations making it impossible to access to FORK Tokens, which may result in any actions or omissions of the future User or any person undertaking to purchase FORK Tokens.

## **9. RISKS**

Purchasing and storing FORK Tokens involves various risks, in particular that the Company may not be able to launch its operations and develop its platform. Therefore, and prior to purchasing FORK Tokens, any User should carefully consider the risks, costs, and benefits of purchasing FORK Tokens within the GastroAdvisor 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 (incl. the risks related to the non-development of the GastroAdvisor Project and operations) or any other risks as indicated in the T&C, should not purchase FORK Tokens, at this stage or later.

The User understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed hereinafter:

- Risks associated with the blockchain;
- Regulatory risks;
- Risks associated with abandonment / lack of success;
- Risks associated with other applications;

- Risks associated with a loss of private key;
- Risks associated with your wallet;
- Risks associated with theft/hacks;
- Risks associated with Ethereum mining attacks;
- Risks associated with a lack of consensus;
- Risks associated with depreciation;
- Risks associated with forking;
- Risks associated with liquidity.

## **10. IMPORTANT DISCLAIMER**

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 the Company or any related or associated company. FORK Tokens are not intended to be used as an investment.

Any information in the T&C is given for general information purpose only and the Company does not provide with any warranty as to the accuracy and completeness of this information.

The offering of FORK Tokens on a trading platform is done in order to allow the purchase of services on the Company platform and not for speculative purposes.

The Company will be an operative entity managing the platform related to the GastroAdvisor Project. The Company is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect the Company's business and even limit or prevent it from developing its operations in the future. Any person undertaking to purchase FORK Tokens must be aware that the Company 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 purchase FORK Tokens acknowledge and understand that neither the Company nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

The Company will do its best to launch its operations and develop the platform related to the GastroAdvisor Project. Any person undertaking to purchase FORK Tokens acknowledges and understands that the Company does not provide any guarantee that it will manage to achieve it.

Purchasing FORK Tokens shall not grant any right or influence over the Company'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 The Company (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 FORK Tokens, excepted in case of intentional misconduct or gross negligence.

FORK Tokens is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the FORK Tokens network to malfunction or operate in a way that is not expected.

Employees of The Company are allowed to operate with FORK Tokens at market price if they are not in knowledge of information that may modify the price of the FORK Tokens.

## **11. RESTRICTIONS**

Users cannot purchase FORK Tokens if there are applicable legal restrictions in their Country of residence and/or origin. It is the responsibility of each User to seek legal advice in his/her/its jurisdiction to identify any such legal restrictions.

Users understand and fully agree that the Company, at its sole discretion and by any means, is entitled to ban or otherwise restrict the participation in the GastroAdvisor Tokens Sale if a User does not meet any of the eligibility requirements set forth by the Company in the T&C for the purpose of GastroAdvisor Tokens Sale or on other grounds.

Users understand and fully agree that certain jurisdictions restrict (or may restrict in future) their residents or citizens from participation in any token sales, the use of cryptocurrencies, or use of any cryptocurrency exchanges for various reasons. The Company does not bear any liability for any possible current or future impossibility to purchase and/or use FORK Tokens because of the aforementioned or any other possible restrictions.

The Website, the White Paper and/or FORK Tokens are intended for sale to Users only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations.

THE GastroAdvisor TOKEN SALE IS NOT BEING MADE DIRECTLY OR INDIRECTLY IN, NOR IS IT INTENDED TO EXTEND TO, A COUNTRY OR JURISDICTION WHERE SUCH SALE WOULD BE CONSIDERED UNLAWFUL OR IN WHICH IT WOULD OTHERWISE BREACH ANY APPLICABLE LAW OR REGULATION OR WHICH WOULD REQUIRE THE COMPANY TO AMEND ANY TERM OR CONDITION OF THE OFFER IN ANY WAY OR WHICH WOULD REQUIRE THE COMPANY TO MAKE ANY FILING WITH, OR TAKE ANY ADDITIONAL ACTION WITH REGARDS TO, ANY GOVERNMENTAL, REGULATORY OR LEGAL AUTHORITY.

Specific restrictions to the GastroAdvisor Token Sale are listed and detailed in the Website, in the White Paper and in the T&C.

Such restrictions are however not deemed to be exhaustive and any other kind of limitations, restrictions or bans are explicitly reserved by the Company.

## **12. REPRESENTATION AND WARRANTIES**

By participating in the GastroAdvisor Token Sale, Users agrees to the T&C and in particular, they represent and warrant that they:

- 1) have read and understood the content of these T&C;
- 2) are authorized and have full power to purchase FORK Tokens according to the laws that apply in their jurisdiction of domicile;
- 3) are not a U.S. citizen, resident or entity (a "U.S. Person") nor are they purchasing FORK Tokens or signing on behalf of a U.S. Person;
- 4) are not a Chinese resident nor are they purchasing FORK Tokens or signing on behalf of a Chinese resident;
- 5) have provided true and accurate information within any KYC procedure linked to the GastroAdvisor Token Sale;
- 6) do not act on behalf of any third party which has not been disclosed in the KYC procedure;
- 7) 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;
- 8) are not acting for the purpose of speculative investment;
- 9) live in a jurisdiction which allows the Company to sell the FORK Tokens through the GastroAdvisor Token Sale without requiring any local authorization;
- 10) does not lives in a jurisdiction which is qualifying token issued through a crowd sale as securities;
- 11) will not use the GastroAdvisor Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- 12) are solely responsible for determining whether the acquisition of FORK Tokens is appropriate for them;
- 13) are purchasing FORK Tokens exclusively for use of the Company Services related to the GastroAdvisor Project;
- 14) understand the risks associated with the GastroAdvisor Token Sale (incl. the risks related to the non-development of the Company network and operations) and
- 15) understand the use of tokens, cryptocurrencies and its associated risks;

- 16) acknowledge and accepts that the FORK Tokens Sale is taking place within a Swiss legal environment that is still under development;
- 17) acknowledge and agree that the GastroAdvisor Token Sale is not a collective investment scheme or a sale of derivatives whatsoever;
- 18) understand and agree that the GastroAdvisor Token Sale is not done under the supervision of any regulator, including the Swiss Financial Market Supervisory Authority (FINMA);
- 19) acknowledge that the T&C do not represent a prospectus for the issuance of bonds, securities or other investment instruments;
- 20) acknowledge and agree that neither the T&C, nor any of the FORK Tokens, have been or will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of the T&C.

### **13. TAXATION**

Users bear the sole responsibility to determine if their participation to the GastroAdvisor Token Sale for the development of the GastroAdvisor Project, the transfer of cryptocurrencies to the Company, the purchase, acceptance, ownership or use of FORK Tokens, the potential appreciation or depreciation in the value of FORK Tokens over time (if any), or the allocation of FORK Tokens and/or any other action or transaction related to the GastroAdvisor Project has tax implications.

By purchasing, holding, or using FORK Token, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the purchase, ownership or use of FORK Tokens or any other action or transaction related to the GastroAdvisor Project.

It is the User's sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation of FORK Tokens.

The Users bear the sole responsibility to determine such implications and act in accordance with the law that applies to them.

### **14. INTELLECTUAL PROPERTY RIGHTS**

To the extent that copyright or other intellectual property rights exist in the Company platform, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to the Company.

The Company hereby declares that it is fully entitled to use the trademark "GastroAdvisor".

## **15. LIMITATION OF LIABILITY**

The Company, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the GastroAdvisor Token sale, arising out of or related to the use of the Company platform or any technical, interruption or malfunction of the Company platform.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY HEREBY EXCLUDES: (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY; AND (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF INCOME OR REVENUE; LOSS OF BUSINESS; LOSS OF TOKENS; LOSS OF PROFITS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL, CLIENT INSATISFACTION, WEBSITE INTERRUPTIONS) WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY PARTICIPANT ARISING OUT OF THE GastroAdvisor TOKEN SALE, THE SMART CONTRACT, THE GastroAdvisor PROJECT, THE WEBSITE, THE WHITE PAPER OR THESE T&C.

IN NO EVENT SHALL THE COMPANY, MEMBERS OF THE COMPANY BOARD, STAFF, DIRECTORS, SHAREHOLDERS, CONTRACTORS, DEVELOPERS, OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE GastroAdvisor TOKEN SALE, THE SMART CONTRACT, SERVICES OR PRODUCTS OFFERED BY THE COMPANY, OR THE GastroAdvisor PROJECT, THE WEBSITE, THE WHITE PAPER OR THESE T&C.

THE COMPANY SHALL NOT BE CONSIDERED LIABLE FOR ANY ADVERTISEMENT, PUBLIC ANNOUNCEMENT OR PRESS RELEASE MADE IN RELATION TO THE GastroAdvisor TOKEN SALE.

THE COMPANY SHALL NOT BE CONSIDERED LIABLE FOR ANY SECURITY RISK SUCH AS HACKER ATTACKS, LOSS OF PASSWORD, LOSS OF PRIVATE KEY OR SIMILAR, BUGS OR ERRORS IN CODE, TEXT, OR IMAGES INVOLVED IN THE SALE OR IN THE WALLET USED IN RELATION TO THE GastroAdvisor TOKEN SALE OR FOR ANY DAMAGES OR LOSSES RESULTING FROM THE VOLATILITY IN PRICING OF PILLARS IN ANY COUNTRIES AND CRYPTOCURRENCY EXCHANGES.

THE COMPANY SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION, OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF FORK TOKENS. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT COMPANY SHALL NOT GUARANTEE IN ANY WAY THAT FORK TOKENS MAY BE SOLD OR TRANSFERRED DURING OR AFTER THE GastroAdvisor TOKEN SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE PARTICIPANT, THE LIMITATIONS WILL APPLY TO THE USER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE USER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF FORK TOKENS.

THE COMPANY WILL NOT BE LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OF THE WEBSITE OR THE ETHEREUM BLOCKCHAIN DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR ANY OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL.

BY PURCHASING FORK TOKENS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE NOT TO HOLD THE COMPANY OR ANY DIRECTOR, EMPLOYEE OR CONTRACTOR OF THE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR FAILURE TO PROPERLY SECURE YOUR PRIVATE KEY TO THE WALLET CONTAINING YOUR FORK TOKENS: (I.E. BUT NOT LIMITED TO) HACKER'S ATTACKS, STOLEN DEVICES, LOSS OF PASSWORDS, ETC.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN ANY EVENT, THE COMPANY WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE GastroAdvisor TOKEN SALE OR ANY TRANSACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), IN CONTRACT OR OTHERWISE, MORE THAN THE VALUE OF EACH SPECIFIC TRANSACTION.

YOU UNDERSTAND AND AGREE THAT BY FILING ANY CLAIM MORE THAN THIRTY (30) AFTER THE DISCOVERY OF THE ALLEGED LIABILITY, YOU WILL BE DEEMED TO HAVE FORFEITED YOUR RIGHTS. ANY SUCH CLAIM SHALL BE TIME-BARRED.

## **16. INDEMNIFICATION**

TO THE EXTENT PERMITTED PURSUANT TO APPLICABLE LAW, THE USER SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY AND/OR ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, VOLUNTEERS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES (INCLUDING REPUTATIONAL), LOSSES, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, EXPENSES, AND/OR LIABILITIES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES INCURRED AND/OR THOSE NECESSARY TO SUCCESSFULLY ESTABLISH THE RIGHT TO INDEMNIFICATION) FILED/INCURRED BY ANY THIRD PARTY AGAINST THE COMPANY IN CONNECTION WITH THE FORK TOKENS ARISING OUT OF A BREACH OF ANY WARRANTY, REPRESENTATION, OR OBLIGATION HEREUNDER.

## **17. DATA PROTECTION AND PRIVACY POLICY**

By participating to the GastroAdvisor Token Sale, Users agree that their personal data will be processed by the Company pursuant to the Privacy Policy available on the website.

Users data are protected according to the Federal Act on Data Protection and according to the GDPR (The European Union General Data Protection Regulation), when applicable.

If required in order to deliver the requested services, the Company can transfer the Users' data to third parties, like custodian banks, even abroad.

Users agree that the Company, and all its related entities, are entitled to disclose User data to comply with legal or regulatory obligations as well as to safeguard legitimate interests.

## **18. MISCELLANEOUS**

### **Severability / Good Faith**

Should any part or provision of these T&C be held to be invalid or unenforceable by any competent Court, governmental or administrative authority having jurisdiction, the other provisions of these T&C shall nonetheless remain valid and be replaced with a substitute provision that best reflects the economic intentions of the replaced provision without being unenforceable. The same shall apply if and to the extent that these T&C are found to contain any gaps or omissions.

### **No Partnership and/or joint venture**

By transferring cryptocurrency to the Company, no form of partnership or joint venture or any similar relationship between the User and the Company and/or the setting up of the GastroAdvisor project is created.

Purchasing of FORK Tokens by the User in no way creates any exclusive relationship between the User and the Company, nor any partnership, joint venture, employment, or agency.

### **No Waiver**

The failure of any of the Company to enforce any of the provisions of these T&C or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these T&C.

### **Entire Agreement & Severability**

These T&C and any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company.

### **Contact**

GastroAdvisor Sagl, Grono Via Porta Piazzetta 2 6537 , Switzerland, mail [info@mdsuisse.com](mailto:info@mdsuisse.com)

## **19. APPLICABLE LAW AND JURISDICTION**

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 The Company 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 Lugano, Switzerland.

The arbitral proceedings shall be conducted in English.