



Terms & Conditions of EV2 Presale

1. Definitions

- 1.1 **“Agreement”** means these Terms & Conditions together with any documents or policies referenced or incorporated herein.
- 1.2 **“Buyer”** or **“you”** means any individual or entity who participates in the Presale by purchasing EV2 Tokens.
- 1.3 **“EV2 Token”** means the digital token referenced on the Website by the symbol EV2.
- 1.4 **“Presale”** means the token sale event offered via the Website by which Buyers purchase EV2 Tokens before the Token Generation Event (**“TGE”**).
- 1.5 **“Website”** means the website accessible at <https://ev2.funtico.com> and related sub-domains or pages where the Presale is offered.
- 1.6 **“We”, “us”, “our”** means the entity operating the Website and offering the Presale (hereafter the **“Issuer”**).
- 1.7 **“Purchase”** means the act of sending accepted cryptocurrency or fiat or other digital assets to the prescribed address in order to acquire EV2 Tokens in the Presale.
- 1.8 **“Accepted Currency”** means the cryptocurrency (or digital asset), or fiat currencies we accept for the Payment of EV2 Tokens (as detailed on the Website).
- 1.9 **“Hard Cap”** means the maximum amount of capital we aim to raise in the Presale, as indicated on the Website.
- 1.10 **“Restricted Jurisdiction”** means any country, state or region from which participation in the Presale is prohibited by us or by applicable laws/regulations.
- 1.11 **“Know Your Customer”** or **“KYC”** means any identity verification process we may require.
- 1.12 **“Token Generation Event”** or **“TGE”** means the date, event or mechanism by which EV2 Tokens will be created and/or distributed to participants.

2. Scope and Acceptance

- 2.1 These Terms govern your participation in the Presale and your purchase of EV2 Tokens via the Website. By using the Website, connecting your digital wallet, sending payment, or otherwise participating, you confirm that you have read, understood and agree to be bound by this Agreement.
- 2.2 If you do not agree to all of these Terms, you must not participate in the Presale or purchase EV2 Tokens.



- 2.3 We reserve the right to refuse or cancel any Purchase, or to amend or terminate the Presale at our sole discretion, subject to applicable laws.

3. Eligibility

- 3.1 You represent and warrant that:
 - 3.1.1 You are at least the age of legal majority in your jurisdiction;
 - 3.1.2 Your participation does not violate any law or regulation applicable to you;
 - 3.1.3 you are not located in any Restricted Jurisdiction, as defined by us, or otherwise barred from participating;
 - 3.1.4 You have provided (or will promptly provide) all information required for KYC or anti-money-laundering (AML) checks IF requested by us.
- 3.2 We may decline your participation, cancel your Purchase, or withhold Token distribution if you fail KYC/AML checks or are located in a Restricted Jurisdiction.
- 3.3 You are solely responsible for all tax, regulatory or legal consequences of your participation in the Presale in your jurisdiction.

4. Purchase of EV2 Tokens

- 4.1 The terms for the Presale (including price per EV2 Token, accepted currencies, hard cap, dates, minimum or maximum Purchase amounts, bundles, vesting schedules, lock-up terms, etc.) shall be published on the Website.
- 4.2 By submitting payment in an Accepted Currency and completing the Purchase process described on the Website, you acknowledge that you are purchasing EV2 Tokens subject to these Terms.
- 4.3 All Purchases are final and non-refundable except as explicitly stated in these Terms or as required by law.
- 4.4 No guarantee is given that EV2 Tokens will be listed on any exchange, or that the value of EV2 Tokens will increase or be preserved; you accept all risk of loss.
- 4.5 You acknowledge that blockchain transactions are permanent and irreversible; we are not responsible for wrongly addressed payments, or payments using incorrect currency or format.
- 4.6 The price of EV2 Tokens during the Presale may vary over time due to market conditions, allocation tiers, dynamic pricing mechanisms, or adjustments made by the Issuer. You acknowledge and agree that the final purchase price applicable to your transaction is the price displayed and confirmed at the moment of payment.



5. Token Distribution, Vesting & Lock-ups

- 5.1 EV2 Tokens purchased in the Presale will be distributed at the TGE or other event specified on the Website.
- 5.2 The distribution may be subject to vesting, lock-up, or release schedules (e.g., periodic unlocking, cliff periods) which will be specified on the Website or in the Tokenomics document. By participating, you agree to those schedules.
- 5.3 Until the Tokens are distributed to you, you have no rights (equity or otherwise) in the Issuer, the game, or any underlying assets, except the contractual right to receive the EV2 Tokens under these Terms.
- 5.4 You acknowledge that the Issuer may delay the TGE or distribution if market, regulatory, technical or other factors intervene, and you accept such risk.

6. Representations & Warranties

- 6.1 You represent and warrant to the Issuer that:
 - 6.1.1 You are lawfully able to enter into this Agreement;
 - 6.1.2 You will comply with all applicable laws and regulations in your jurisdiction in participating;
 - 6.1.3 You are not a citizen, resident or located in a Restricted Jurisdiction;
 - 6.1.4 You are not purchasing EV2 Tokens for the purpose of resale or distribution (unless explicitly permitted) and you understand your purchase is within your jurisdiction's laws;
 - 6.1.5 The funds used in the Purchase are not derived from criminal or illicit activities.
- 6.2 The Issuer makes no warranty or representation about the future success of EV2, the game, the token economics, any listing, or future value of EV2 Tokens.
- 6.3 The issuer does not offer financial, investment, or legal advice. Information provided on the Website is for informational purposes only and should not be interpreted as a recommendation to buy or sell tokens. You are solely responsible for evaluating your personal financial circumstances and should consult a professional/tax advisor where appropriate.

7. Risk Disclosure

- 7.1 Participating in token presales, blockchain-based gaming ecosystems and purchasing digital tokens involves risks including, but not limited to, regulatory risk, technological risk, market risk, loss of funds, bugs, tokenomics failure, liquidity risk, and total loss of investment.
- 7.2 By participating, you confirm you accept all such risks, and agree that the Issuer shall have no liability beyond the scope set out in these Terms.



8. Use of Proceeds

- 8.1 Funds raised in the Presale will be used for the purposes described in the Website or Tokenomics (e.g., game development, marketing, ecosystem growth, token listing etc.).
- 8.2 The Issuer may allocate funds across categories at its discretion and may establish reserves, pay advisors, or cover operational costs.
- 8.3 No guarantee is given that all funds will be used exactly as forecasted; forward-looking statements are subject to change.

9. Intellectual Property

- 9.1 All intellectual property rights (including trademarks, logos, domain names, software, game assets) used in connection with EV2 and the Website remain the property of the Issuer or its licensors.
- 9.2 Nothing in this Agreement gives you any right, title or interest in the Issuer's intellectual property, except for the limited right to participate in the Presale under these Terms.
- 9.3 You shall not use, modify, copy or reproduce any of the Issuer's intellectual property without prior written consent.

10. Limitation of Liability

- 10.1 To the maximum extent permitted by applicable law, the Issuer, its affiliates, directors, employees, agents, licensors or service providers ("Related Parties") shall not be liable for any indirect, incidental, special, punitive or consequential damages, losses or expenses (including lost profits or revenue) arising out of or in connection with this Agreement or participation in the Presale.
- 10.2 In no event will the aggregate liability of the Issuer and Related Parties exceed the total amount of your Purchase payment (or zero if you did not pay).

11. Term, Termination and Amendment

- 11.1 These Terms are effective from the moment you participate in the Presale (i.e., make a Purchase) and continue in full force unless terminated or superseded by a subsequent version of these Terms.
- 11.2 The Issuer may suspend or terminate the Presale, refuse participation, or cancel any Purchase at any time for any reason, including but not limited to regulatory developments, technical failures or security breaches.



- 11.3 We reserve the right to amend these Terms at our discretion. Material changes will be posted on the Website. Continued participation after the amendment constitutes your acceptance.
- 11.4 If you do not accept any amended Terms, you must refrain from further participation and you may request forfeiture or refund only if explicitly provided herein.

12. Governing Law & Dispute Resolution

- 12.1 This Agreement shall be governed by the laws of BVI excluding conflict of laws provisions.
- 12.2 Any dispute, controversy or claim arising out of or relating to this Agreement or its performance shall be submitted to the courts of BVI, unless both parties agree to mediation or arbitration.

13. Miscellaneous

- 13.1 Entire Agreement: This Agreement (together with the Website terms, Tokenomics / Whitepaper documents linked therein) constitutes the entire understanding between you and us in relation to the Presale and supersedes all prior agreements or understandings.
- 13.2 Severability: If a provision of these Terms is found invalid or unenforceable in a jurisdiction, the remaining provisions shall remain in full force and effect.
- 13.3 Assignment: You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. We may assign our rights or obligations.
- 13.4 Electronic Communications: You consent to receive electronic communications from us (via the Website, email or wallet notifications) in connection with the Presale and administration of the EV2 Token.
- 13.5 Headings: Section headings are for convenience only and do not affect interpretation of the Terms.
- 13.6 Language: In the event of any inconsistency between versions of these Terms in different languages, the English version shall prevail.

14. Contact & Support

If you have any questions regarding these Terms or your participation in the Presale, please contact us at ev2@funtico.com



15. Privacy policy

We value user privacy and committed to protecting personal information. The privacy policy outlines how your data is collected, used, and safeguarded.

- 15.1 We may collect certain information during the purchase process. Collected information is used to facilitate the purchase
- 15.2 We may use aggregated and anonymized data for analytics, research, and marketing purposes.
- 15.3 We may use the information:
 - 15.3.1 To provide and maintain the presale
 - 15.3.2 To notify you about changes to our Service
 - 15.3.3 To allow you to participate in interactive features of our presale
 - 15.3.4 To provide customer care and support
 - 15.3.5 To monitor the presale
 - 15.3.6 To detect, prevent and address technical issues
- 15.4 We may employs industry-standard security measures to protect your from unauthorized access, alteration, disclosure, or destruction.
- 15.5 Purchaser information may be shared with trusted third-party service providers for the purpose of improving services or as required by law.
- 15.6 Purchaser will have the right to access his data on provided dashboard.
- 15.7 Opt-out options for marketing communications will be available and easily accessible.
- 15.8 We may utilize cookies and similar tracking technologies to enhance user experience.
- 15.9 Our Service does not address anyone under the age of 18 ("Children").
- 15.10 We do not knowingly collect personally identifiable information from anyone under the age of 18.
- 15.11 We reserve the right to update or modify the privacy policy from time to time.