

TERMS OF USE

Last Update: 15 November 2021

Please read the terms carefully as they govern your use of Sportemon Go services. By making use of said services, you acknowledge and agree that: **(1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES; INCLUDING FAN TOKENS & (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF SPORTEMON GO SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES AND (3) SPORTEMON GO SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

By accessing, using or attempting to use SPORTEMON GO Services or Offers in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access or utilize any Sportemon Go services or offers.

DISCLAIMER: Purchase and/or trading of any Fan Tokens, Collectible Tokens and/or \$SGO Tokens (the “Tokens”) entails a risk of a partial or complete loss of value of the Tokens. No guarantee is given regarding the liquidity of the Tokens (acquired during the Initial Fan Token Offering or thereafter on the Sportemon Go Marketplace, Sportemongo.com, or any partner marketplace or website), the existence of a secondary market for said Tokens, the value of the Tokens acquired in the Fan Token Sale or thereafter from the Sportemon Go Platform, Sportemongo.com, or any other partner marketplace or website and the exchange value of said Tokens. The Tokens are utility tokens for fans to partake in fan engagement experiences with the offering club, team or other entity and do not constitute financial instruments or security tokens and conversely do not carry with them any rights as may be commonly associated with financial instruments and/or security tokens.

The Tokens shall only be used for the purpose of using the Services exclusively offered by Sportemon Go and the issuing partner, through the Sportemon Go Platform or any other digital platform or channel so designated by us, and Sportemon Go shall not be held liable for any speculative intentions from the end of the Participant(s) or from any third parties who attempt to hold the Tokens for any other reason.

Trading and transactions executed on other platforms controlled by us, including but not limited to Sportemongo.com, or third party platforms as otherwise authorized by us shall be subject to such platform’s separate terms and conditions.

1. WHAT DO THESE TERMS COVER?

These terms of use (“Terms” or “Terms of Service”) cover the following products and Services (“Services”) however accessed and/or used by the user (“You”), (“Your”), (“User”), which are operated by or otherwise made available by Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055).

- (a) All apps published by Sportemon Go, including but not limited to the Sportemon Go App, whether for tablets, mobile devices, smart TVs or other platforms (“Apps”), unless otherwise indicated in the app;
- (b) Sportemon Go Platform;
- (c) Sportemon Go Marketplace
- (d) The Token Hunt feature (as defined hereinafter);
- (e) The website [www.Sportemon Go.com](https://www.SportemonGo.com) and/or any sub-website and/or associated domains (and/or sub-domains) of [https://www.Sportemon Go.com](https://www.SportemonGo.com) (“Site”)
- (f) All email newsletters published or distributed by Sportemon Go;
- (g) Initial Fan Token Offerings (“IFOs”) and trading of branded virtual tokens offered on the Sportemon Go Platform or Partner marketplaces;
- (h) Card payment methods linked to the Sportemon Go Wallet and virtual assets available on the Sportemon Go Platform;
- (i) All other interactive features, Services, and communications provided by Sportemon Go or partner marketplaces; When using some features on the Services, You may be subject to specific additional terms and conditions applicable to those features.

2. DEFINITIONS

- \$SGO or SGO Tokens –A a BEP-20 utility token leveraging a smart contract on the Binance Smart Chain network or any other protocol as may be determined by us, being the token which can be used to acquire Fan Tokens and/or Collectible Tokens. The terms ‘\$SGO’ and ‘SGO Tokens’ are used interchangeably.
- Sportemongo.com –The website with information about Sportemon Go, a global tokenized sports platform that will stand as the world premier in fan engagement, NFT digital collecting, augmented reality experiences, sports gaming, trading and betting. The site also allows users to purchase and trade SGO (\$SGO) and eventually Fan Tokens and Collectible Tokens and is accessible from <https://www.Sportemongo.com>. All trades executed on the Sportemon Go website are effectively executed on Sportemongo.com through a third-party partner. Sportemongo.com and the trading function on the website are subject to separate terms and conditions.
- Collectible Token–or NFT(s) Collectible Token(s)-Digital assets with a unique identifier(s) that separates it from all other units and can be verified through a digital ledger. The unique identifier could refer to a physical object or a tokenized version of the asset minted by Sportemon Go that displays an artwork (in any form or media, including, without limitation, video or photographs) created in cooperation between Sportemon Go and

its Partners (the “Artwork”) which incorporates Sportemon Go/\$SGO intellectual property rights as well as Third Party Rights.

- Collectible Token Issuer – refers to Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055), being the entity responsible for having the smart contracts written and deployed for the purpose of issuing the Collectible Tokens
- Designated Account – means the Token Vendor’s account for the receipt of \$SGO or the Fan Token(s).
- Dispute – means any dispute between Us and the User arising out of or in relation to these Terms and the Services provided by Us to the User(s).
- Excluded Jurisdiction – means (i) residents of the United Kingdom or (ii) any country or jurisdiction (a) which prohibits the purchase of any virtual currency, participation in Token Sales, or other similar activities, or (b) where it is likely that the sale of \$SGO and/or Fan Tokens would be construed as the sale of a security or investment product or (c) with strategic anti money laundering / counter financing of terrorism deficiencies most recently identified by, amongst others, the Financial Action Task Force, OFAC, Transparency International – Corruption Index and other competent organisations.
- Fan Tokens – a utility token, issued by Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055) in collaboration with its Partners or other licensed third parties, to be used on the Sportemon Go or partner platform or marketplace. Every Fan Token is specific to a particular sports or media club/team/group/organization and is to be used for fan engagement and experiences with the aforementioned club/team/group/organization.
- Fan Token Issuer – refers to Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055), being the entity responsible for having the smart contracts written and deployed for the purpose of issuing the Fan Tokens, which is a service made available on the Sportemon Go or Partner App, Website, Marketplace.
- FIAT – A national currency, issued by a government as legal tender, that is not pegged to a commodity. Some examples include: Pound Sterling, US Dollar, Euro, Yen, etc.
- Financial Action Task Force (FATF) – this is an intergovernmental organization whose objectives are to set standards and promote effective implementation of legal, regulatory and operational measures for combating money laundering, terrorist financing and other related threats to the integrity of the international financial system. The FATF is therefore

a policy-making body which works to generate the necessary political will to bring about national legislative and regulatory reforms in these areas.

- Indemnified Persons – means the Token Vendor’s subsidiaries, related companies, affiliates, directors, officers, employees, agents, service providers, successor, and permitted assignees.
- Maximum Purchase Transaction – has the meaning described in Paragraph 7.5.2.2
- Minimum Purchase Transaction – has the meaning described in Paragraph 7.5.2.1
- Other Goods and Services – If and when available Sportemon Go may offer holders of Fan Tokens the opportunity to purchase merchandise or other goods or services through the Sportemon Go App.
- Participant – any person who intends to purchase, trade and/or participate in Services available on the Sportemon Go or partner App, website or marketplace.
- Partner – any third-party entity or individual with whom Sportemon Go has a partnership agreement regulating its relationship and which is subsequently on boarded onto the Sportemon Go App, website or marketplace or has an agreement with Sportemon Go to provide services on their own app, website or marketplace.
- Polls – the survey polls that are launched on the Sportemon Go App by Sportemon Go on behalf of its Partners where Fan Token holders can execute the voting rights attached to the Fan Tokens.
- Sportemon Go App – also known as SpoteApp; a mobile application developed and operated by Sportemon Go which predominantly hosts the Sportemon Go Platform.
- Sportemon Go Platform – a digital platform developed and managed by Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055), operating on the basis of blockchain technology, users will be able to purchase NFT digital collectibles, form their ultimate teams, favorite athletes and participate in mini games and fantasy sports, earn rewards, have access to sports betting and casino games, hunt, find, win, collect and create NFTs and much more.
- Sportemon Go Marketplace – the user interface that will be available on the Sportemon Go App allowing users to acquire or dispose of NFTs which actions are carried out by Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055).
- Third Party Rights shall mean patent rights, image rights, copyrights, trade secrets, trademarks, know-how, logo, design or any other intellectual property rights recognized in any country or jurisdiction in the world and

owned by respective Partner, any league, the image rights of players or any artistic rights retained by artists.

- Tokens – means Fan Tokens, Collectible Tokens or NFTs and SGO collectively unless specified otherwise in these Terms.
- Token Hunt – means the Token Hunt feature on the Sportemon Go App which allows users to hunt and collect Tokens via a real-world augmented reality mobile experience. This feature is provided by Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055).
- Token Offering – the act of making available to the general public, through a public sale or otherwise, of (i) Fan Tokens or (ii) Collectible Tokens or any other tokens as may be determined by us, throughout the defined Initial Fan Token Offering Period(s);
- Initial Fan Token Offering Period – a set period of time, which shall be determined at Sportemon Go and its Partners' sole discretion, during which Initial Fan Token Offering(s) are conducted by Sportemon Go and/or the partner or contracted third party through a public sale, or other means, of Fan Tokens and/or Collectible Tokens or other virtual tokens as may be launched by Sportemon Go at a future date. Each Initial Fan Token Offering shall have a specific applicable one or more Token Offering Periods which shall vary from one Token Offering to another. Sportemon Go will issue a public notice of commencement of Token Offering Periods on its App and/or Site or through other communication channels as it may determine in its sole discretion before the launch of the relevant Fan Token Offering.
- Token Sale – means the sale of Fan Tokens and NFT Collectible Tokens in accordance with these Terms.
- Token Vendor – means Sportemon Go, the trading business of RJ & CO Marketing Ltd. (12694055)., or any other designated entity, being responsible for the selling of Fan Tokens, NFT Collectible Tokens and SGO (\$SGO) Tokens.
- User Generated Content or UGC – refers to any content such as text, videos, images, reviews which is created by users.
- Website – means the website of the Token Vendor found at <https://www.SportemonGo.com> or any other site as may be designated by Sportemon Go.
- Whitelisted – means a process by which a user is approved to participate in and use the Services as provided by Sportemon Go, including but not limited to the purchase and sale of Tokens on the Sportemon Go Platform.

-In these Terms, a reference to;

- The Token Vendor includes a reference to its duly authorized agents and/or delegates;
- A person includes reference to any individual, body corporates, unincorporated association or partnership;
- An agreement or other document is a reference to that agreement or document as from time to time supplemented or amended
- The singular includes the plural and vice versa;
- Any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same.

3. APPLE OR GOOGLE'S TERMS ALSO APPLY

The ways in which You can use the Sportemon Go App may also be controlled by Apple or Google's terms and policies when You download the Sportemon Go App from the relevant app store (for example, the Apple App Store and/or Google Play Store).

4. LIMITED LICENSE TO USE

Subject to Your compliance with these Terms, Sportemon Go grants You a limited, nonexclusive, non-transferable, non-sublicenseable license to download and install a copy of the Apps on a mobile device and to run such copy of the Apps solely for Your own personal non-commercial purposes. Except as expressly permitted in these Terms or under applicable law, You may not: (a) copy, modify, or create derivative works based on the Apps; (b) distribute, transfer, sublicense, lease, lend, or rent the Apps to any third party; (c) reverse engineer, decompile, or disassemble the Apps; or (d) make the functionality of the Apps available to multiple users through any means. Sportemon Go reserves all rights in and to the Apps not expressly granted to You under these Terms.

5. Sportemon Go ACCOUNT REGISTRATION AND REQUIREMENTS

Users must register and open an account with Sportemon Go before accessing and using any of the Services available on the Sportemon Go App and Sportemon Go Platform.

5.1. Sportemon Go ACCOUNT REGISTRATION

All users must apply for a Sportemon Go Account and register on the Sportemon Go App before using any of the Sportemon Go Services. When You register a Sportemon Go Account, You must provide your username, email address and mobile number, and accept these Terms, the Privacy Policy, and other rules as may be applicable. Sportemon Go may refuse, in its discretion, to open a Sportemon Go Account for You. You agree to provide complete and accurate information when opening a Sportemon Go Account, and agree to timely update any information You provide to Sportemon Go to maintain the integrity and accuracy of the information. One user may not hold more than one individual

Sportemon Go Account and users may not hold Sportemon Go Accounts for and on behalf of other users or individuals.

5.2. ELIGIBILITY

By registering to create a Sportemon Go Account, You represent and warrant that (i) as an individual, You are at least 13 years of age if Your intention is to solely use the Token Hunt feature OR alternatively 18 or are of legal age to form a binding contract under applicable laws if You intend to use any other Services on the Sportemon Go App; (ii) as an individual, legal person, You have full legal capacity and sufficient authorizations to enter into these Terms; (iii) You have not been previously suspended or removed from using Sportemon Go Services; (iv) You do not currently have another Sportemon Go Account; (v) Your use of Sportemon Go Services will not violate any and all laws and regulations applicable to You, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing and (vi) does not reside in any blocked jurisdiction as may be amended by us from time to time.

5.3. USER IDENTITY VERIFICATION

Your registration of an account with Sportemon Go will be deemed Your agreement to provide required personal information for identity verification. Such information will be used to verify users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through Sportemon Go App and/or Sportemon Go Platform, or for other lawful purposes stated by Sportemon Go. We will collect, use and share such information in accordance with our Privacy Policy, particularly with our Affiliates that provide services through the Sportemon Go App. In addition to providing such information, You agree to allow us to keep a record of that information during the period for which Your account is active and for five (5) years after Your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify Your identity or protect You and/or Us from financial crimes, such as fraud. The information We require to verify Your identity may include, but is not limited to, Your name, email address, contact information, phone number, username, government-issued ID, date of birth, proof of address, source of wealth and income and other information collected during account registration which depends on the amounts spent or deposited on the Sportemon Go App and/or Sportemon Go Platform. When providing the required information, You confirm it is true and accurate.

-AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE,

Sportemon Go RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF THE SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO Sportemon Go DURING YOUR USE OF OUR SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE.

-BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE Sportemon Go TO CONDUCT INVESTIGATIONS THAT Sportemon Go CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR Sportemon Go FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

6. TERMS OF SALE RELATING TO TOKEN OFFERINGS AND/OR TRADING

These Terms of Sale ("Terms of Sale") are expressly incorporated into and made a part of the Sportemon Go Terms. These Terms of Sale shall govern Your participation in any purchase of Token Offerings, a utility token, issued by the Fan Token Issuer on the Sportemon Go Platform using the Sportemon Go App and/or Site and any other Services provided by Sportemon Go or its Partners or Affiliates relating to the Token Offering. By clicking on the "I Agree" button presented with these Terms, You agree to be bound by these Terms and Terms of Sale. Capitalized terms used without definition in these Terms of Sale have the same definitions set forth in the Terms.

-RISK DISCLOSURE: BY PARTICIPATING IN A TOKEN OFFERING, YOU ARE VOLUNTARILY CHOOSING TO ENGAGE IN A VIRTUAL ASSET TRANSACTION. YOU ARE FURTHER ACKNOWLEDGING THAT YOU ARE AWARE OF THE RISK ASSOCIATED WITH THE USE OF THE SERVICES, PARTICIPATING IN THE TOKEN OFFERING, PURCHASING, HOLDING AND TRADING OF FAN TOKENS/COLLECTIBLE TOKENS/OTHER VIRTUAL ASSETS AND WITH ENGAGING IN TRANSACTIONS OF DISTRIBUTED LEDGER TECHNOLOGY ASSETS, INCLUDING BUT NOT LIMITED TO TECHNOLOGY GLITCHES (INCLUDING BUT NOT LIMITED TO PROBLEMS WITH BLOCKCHAIN TECHNOLOGY AND DISTRIBUTED LEDGER TECHNOLOGY) AND HACKING. Sportemon Go WORKS HARD TO PROVIDE

STATE-OF-THE-ART SYSTEMS AND SECURITY. NONETHELESS, CERTAIN ISSUES AND RISKS ARE UNAVOIDABLE, AND IF SUCH ISSUES OR PROBLEMS ARISE IN CONNECTION WITH YOUR USE OF Sportemon Go' SERVICES, INCLUDING RELATING TO THE PURCHASE OF FAN TOKENS OR COLLECTIBLE TOKENS IN TOKEN OFFERINGS, IT MAY TAKE DAYS, WEEKS OR MONTHS TO RESOLVE, AND SOME ISSUES MAY NOT BE RESOLVED AT ALL.

-PLEASE READ THE TERMS OF SALE SET OUT HEREIN CAREFULLY. THE TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. THE DOCUMENT AND THESE TERMS OF SALE DO NOT CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT AND ARE NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT, OR A SOLICITATION FOR ANY FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY SUCH JURISDICTION. PLEASE NOTE THAT YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE OR TRADE ANY FAN TOKENS AND/OR \$SGO AND/OR COLLECTIBLE TOKENS AND/OR OTHER VIRTUAL ASSETS IF YOU ARE A PROHIBITED PARTICIPANT.

-IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

-BY AGREEING TO THESE TERMS AND TERMS OF SALE, YOU ACKNOWLEDGE THAT Sportemon Go IS NOT RESPONSIBLE FOR THE AFOREMENTIONED RISKS, AND YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN DECIDING TO PARTICIPATE IN THE TOKEN OFFERING AND TO PURCHASE AND/OR TRADE TOKENS THROUGH THE Sportemon Go PLATFORM. THESE TERMS OF SALE APPLY IN ADDITION TO THE Sportemon Go' TERMS OF SERVICE. IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF SALE, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF FAN TOKENS AND IMMEDIATELY NAVIGATE AWAY FROM THE APP AND/OR SITE.

7. TOKEN SALE

7.1. GENERAL

7.1.1. You may access and purchase Tokens for Your personal, non-commercial use of

the Services. Unless provided otherwise hereinafter, participation in the Token Sale and the acquisition of Tokens from the Sportemon Go Platform are non-refundable events.

As set forth below, all Tokens and other content is provided “as is,” without any warranty. You agree that all sales by Us to You of Tokens and Other Goods are final and that We will not permit exchanges or refunds for any unused Tokens once the transaction has been made.

Generally, We have the right to offer, modify, eliminate, and/or terminate Tokens, the content, and/or the Services, or any portion thereof, at any time, without notice or liability to You. If We discontinue the use of Tokens, We will provide at least 30 days advance notice to You by posting a notice through the Services or through other communications. We reserve the right to host Token Sales on other platforms as We may determine at Our sole discretion, including but not limited to Sportemongo.com.

We reserve the right to issue additional terms and conditions applicable to specific Tokens Offerings as may be decided by us at our sole discretion which shall be communicated to users in advance using appropriate communication channels as We may deem appropriate.

7.2. ELIGIBILITY TO PURCHASE TOKENS

- 7.2.1. Only holders of Sportemon Go accounts who are at least 18 years or are of legal age to form a binding contract and who satisfy the criteria described in these Terms of Sale may participate in the Token Offerings. If You want to use any of the Services, You will have to create an account with us (an “Account”), and for the purpose of using the Token Hunt feature You will need access to a supported mobile phone and an internet connection. We do not support rooted or jailbroken devices. You agree that You will notify us immediately of any unauthorized use of Your Account. Sportemon Go takes its account security obligations seriously; however, you are responsible for all activities that occur under Your Account, whether or not you know about them.
- 7.2.2. You shall not participate in the Token Offerings if there are any applicable legal restrictions in Your country of residence or domicile. It is Your sole responsibility to ensure that Your participation in the Token Offering is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law, regulation or rule in Your country of residence or domicile.
- 7.2.3. You are not eligible and You are not allowed/authorized to purchase any Tokens if:
 - You are a body corporate which is incorporated in, or operates out of, an Excluded Jurisdiction, or your operator(s) are citizens of, domiciled in, residents of, or physically present/located in, an Excluded Jurisdiction

- You are the subject of any sanctions administered or enforced by any country or government or international authority;
- You are a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in any or all Token Offering(s); or
- Fan Token Offering(s) are prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction applicable to You.

7.2.4. You may not assign your account with this us to any other person by way of donation, lending, leasing, transfer or otherwise without the consent of this Website/App or partner or affiliate site where you thereby also agree to our terms of use.

7.3. USER IDENTIFICATION PROCEDURES

As part of its user verification procedures, Sportemon Go may require You to furnish additional documents and information (and which may include photographs and/or videos evidencing the existence of such documents and information) so as to prove Your identity, residency, status and/or eligibility to purchase Tokens during Token Offerings.

We reserve the right, in Our sole and absolute discretion, to reject Your intended purchase of Tokens if You are unable to furnish such documents or information to Our sole and absolute satisfaction. Only participants who have successfully satisfied the user verification procedures, to Our sole and absolute satisfaction, shall be eligible to purchase and/or trade Tokens or make general use of the Sportemon Go App and Services.

7.4. TOKEN PRICE

Unless communicated otherwise by us, during the Initial Token Offering Periods, the price per Fan Token and/or Collectible Token will be denominated both in \$BNB, \$BUSD and in FIAT currency. If You purchase Tokens during the Initial Token Offering Period, You will receive the relevant Tokens (Fan Tokens or Collectible Tokens) in exchange for \$BNB, \$BUSD or FIAT currency that is automatically converted into the Fan Token at the current rate at the time of purchase of that particular Fan Token or Collectible Token. Fan Token and Collectible Token prices are subject to fluctuations.

7.5. MINIMUM AND MAXIMUM PURCHASE TRANSACTION

7.5.1. The Minimum Purchase Transaction (“Minimum Purchase Transaction”) is the minimum amount which can be purchased in an individual transaction on the Sportemon Go App as may be determined by us from time to time. Any purchase transactions below the Minimum Purchase Transaction shall be automatically rejected.

7.5.2. The Maximum Purchase Transaction (“Maximum Purchase Transaction”) is the

maximum amount which can be purchased in an individual transaction on the Sportemon Go App as may be determined by us. You may execute more than one (1) Maximum Purchase Transaction on the Sportemon Go App, provided the due diligence and user verification procedures are satisfied.

7.5.3. Sportemon Go reserves the right to adjust, in its sole and absolute discretion, the Maximum Purchase Transaction and Minimum Purchase Transaction amounts at any time, whether for particular Token Offerings or otherwise, and these changes shall be clearly communicated to You prior to placing any orders .

7.5.4. In the event that You attempt to make purchases in an amount exceeding the Maximum Purchase Transaction limitations, You acknowledge and agree that: Provided that Your attempted purchase is successfully received by Sportemon Go, and notwithstanding any provision in these Terms of Sale, Sportemon Go may, at its sole and absolute discretion:

(a) Deliver such purchase in an amount based on the Maximum Purchase and provide a refund of such amount for the part of the purchase which is in excess of the Maximum Purchase without interest and net of all administrative and/or third party charges and/or other transaction and processing fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction and processing fees (if any) incurred in connection with such refund shall be borne exclusively by You; or

(b) Provide You with a refund of such purchase transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction and processing fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction and processing fees (if any) incurred in connection with such refund shall be borne exclusively by You. In the case where paragraph (a) is applicable, save for any purchase that Sportemon Go may elect to deliver thereunder, or in the case where paragraph (b) is applicable, save for any refund that Sportemon Go may elect to provide thereunder, Sportemon Go shall have no obligations in any form or manner whatsoever to You in respect of such attempted purchase; and;

In the case where paragraph (a) is applicable, save for Your right to such purchase, or in the case where paragraph (b) is applicable, save for Your right to any such refund (whether in whole or in part) thereunder, You hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against Sportemon Go or its affiliates and/or the Indemnified Persons in connection with or

arising from such attempted purchase, and shall further hold harmless, Sportemon Go and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted purchase.

7.5.5. The Tokens are not investment or financial instruments and are meant to be used for entertainment purposes only.

7.6. TOKEN PURCHASES

All orders placed for the Purchase of Tokens during the Token Offering Period are final. You may not cancel any order after You have submitted the order. Unless stated otherwise, all Token sales are made on a first come first served basis.

7.6.1. The Token Offering is undertaken during the Token Offering Period upon which commencement date shall be publicly announced by Sportemon Go using various media, including but not limited to social media platforms, the site, Sportemon Go App and direct email communications. The end date of the Token Offering Period shall be determined at the sole and absolute discretion of Sportemon Go and will be announced by us as soon as practicable thereafter on such channels of communication as We may deem appropriate.

7.6.2. In the event that You attempt to make a purchase of Tokens after the end date of the Token Offering Period and You have made any payment for such attempted purchase of Fan Tokens or Collectible Tokens, You acknowledge and agree that:

- (a) Provided that Your transfer of BNB, BUSD Tokens or FIAT currency as payment for such attempted purchase of Tokens is successfully received by Sportemon Go or a partner affiliate and notwithstanding any provision in these Terms of Sale, Sportemon Go may, at its sole and absolute discretion, provide a refund of the original payment in full or in part, without interest and net of all administrative and/or third party charges and/or other transaction and service fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction and service fees (if any) incurred in connection with such refund shall be borne by You.
- (b) Save for any refund that Sportemon Go may elect to provide under the paragraph above, Sportemon Go shall have no obligations in any form or manner whatsoever to You in respect of such attempted purchase.
- (c) Save for Your right to any such refund under the paragraph above, You hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against Sportemon Go and/or the Indemnified Persons and/or any affiliate or partner in connection with or arising from such attempted purchase, and shall further hold harmless, Sportemon Go and the Indemnified Persons,

affiliates and/or partners from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted purchase.

7.7. TRADING AND SELLING OF FAN TOKENS OR NFT COLLECTIBLE TOKENS FOLLOWING THE INITIAL FAN TOKEN OFFERING PERIOD

7.7.1. Unless communicated otherwise to You in specific instances, such as Fan Token voucher redemptions or other cases as may be determined at Our sole discretion, holders of Tokens may sell or buy Tokens on the Sportemon Go Marketplace, Sportemongo.com and/or any other third party exchanges following the launch of the Tokens on the relevant platform.

7.7.2. Fan Tokens may not be directly traded for alternate Fan Tokens or redeemed for FIAT currency.

7.7.3. Collectible Tokens may not be directly traded for alternate Collectible Tokens or redeemed for FIAT currency.

7.7.4. The price of Fan Tokens and Collectible Tokens will be denominated in BNB, BUSD or any other cryptocurrency or FIAT as determined by us, which denomination value may be subject to fluctuations. Moreover, Fan Token and Collectible Token prices are also subject to fluctuations dependent on market conditions.

7.7.5. Should there be a subsequent Token Offering for a fresh release of Fan Tokens and/or Collectible Tokens, the secondary market for that particular Fan Token or Collectible Token will be locked until the new Token Offering Period lapses.

7.7.6. Fan Tokens and Collectible Tokens may be traded on the Sportemon Go Platform and Sportemongo.com platform and/or other platforms as communicated by us. Fan Tokens and Collectible Tokens may be listed for any price as determined by the users participating in the peer-to-peer transactions and will be displayed in order of ranking (lowest to highest) of available sell and buy prices.

7.7.7. Trading of Tokens are subject to commissions due on the basis of a percentage of the transaction fee.

7.8. USE OF FAN TOKENS

7.8.1. Fan Tokens are utility tokens that are specific to a particular sports or media club/team/group/organization and are to be used for fan engagement and experiences with the aforementioned club/team/group/organization.

7.8.2. A FAN TOKEN MAY LOSE ITS ABILITY TO INTERACT WITH THE ISSUING PARTNER CLUB/TEAM/GROUP/ORGANIZATION AND THEREFORE THE USE OF THE PARTICULAR FAN TOKEN WILL BECOME LIMITED AND MAY ALSO LOSE VALUE UPON THE EXPIRATION OF THE PARTNER'S AGREEMENT OR IN ANY OTHER CASE WHERE THE PARTNERSHIP WITH SUCH PARTNER IS TERMINATED FOR WHATEVER REASON. UNLESS

COMMUNICATED OTHERWISE BY US, THE RELEVANT FAN TOKEN MAY STILL BE KEPT IN THE USER'S Sportemon Go or other designated WALLET OR TRADED ON THE Sportemon Go or other available PLATFORMS AS THE FAN TOKEN HOLDER WISHES. IN NO CASE SHALL WE OR THE RELEVANT PARTNERS BE HELD LIABLE FOR ANY LOSSES, EXPENSES OR ANY OTHER DAMAGES INCURRED BY THE USER AS A RESULT OF SUCH TERMINATION OF THE PARTNERSHIP

7.9. COLLECTIBLE TOKENS/NFT COLLECTIBLE TOKENS

7.9.1. Upon receipt of a Collectible Token on your Sportemon Go Account or in your designated wallet, you gain limited ownership over the Collectible Token and the Artwork and Sportemon Go' intellectual property rights and Third Party Rights incorporated within the Collectible Token are limitedly licensed and not transferred or sold to you as the recipient. As long as you comply with these Terms, Sportemon Go hereby grants to you, solely for so long as you are the owner of the Collectible Token, a non-exclusive, non-transferable, non-sublicensable, worldwide license to access, use and display the Artwork and the rights incorporated using the Collectible Token, solely for your personal, non-commercial purposes.

7.9.2. As the owner of the Collectible Token, You may transfer the Collectible Token to a third party on any compatible third-party platforms. However, Your licence to the Artwork (including any rights incorporated therein) will immediately terminate upon the transfer (via sale, donation or otherwise). Your licence will also immediately terminate if You breach these Terms and Sportemon Go may forfeit any Collectible Token held in your Sportemon Go Account or other designated wallet as a consequence of such breach.

7.9.3. Except as otherwise expressly set forth within these Terms You have no ownership rights over, and We (and our Partners, as applicable) retain all rights related to:

- the Sportemon Go Platform, and;
- any technology and software (eg. API, data, code) used for the creation and issuance of the Collectible Token, and;
- any of Our or Our Third-party Partner's Rights Incorporated in the Collectible Token.

8.0. PURCHASING AND TRANSFERRING

8.1. PURCHASE CONSIDERATION

The consideration for the purchase of a Fan Token and/or Collectible Token ("Purchase Consideration") shall be denominated in BNB, BUSD and/or FIAT currency and will vary depending on the relevant Token Offering. The Purchase Consideration for each Fan Token or Collectible Token available for sale shall be announced by us in advance of the relevant Token Offering.

When the purchase is part of a “Pre-Order”, any fractional number of Fan Tokens which You are entitled to receive for a confirmed purchase of Fan Tokens (to the extent not rejected by Sportemon Go in accordance with these Terms of Sale), determined based on the amount of BNB, BUSD or FIAT currency for such confirmed purchase at the Purchase Consideration as transferred from the Sportemon Go Wallet or other designated wallet shall be rounded up downwards to the nearest whole number of Fan Tokens.

8.2. MINIMUM AND MAXIMUM CAPPING OF FAN TOKENS

- 8.2.1. For every Fan Token issued, a maximum number of Fan Tokens (“Maximum Capping”) and a minimum number of Fan Tokens (“Minimum Capping”) that can be purchased or otherwise held by any individual user may be set, irrespective whether such Fan Token is (i) purchased during the Fan Token Offering stage; (ii) acquired on the Sportemon Go Platform after the end of the Fan Token Offering or (iii) acquired through the Token Hunt feature; (iv) initially purchased on Sportemongo.com or other partner sites and then transferred to the Sportemon Go Wallet or other designated wallet; or (v) acquired or awarded to the holder in any other way.
- 8.2.2. The Maximum Capping may be established for every Token Offering in collaboration with the respective Partner and when applicable shall be clearly communicated to You prior to placing any buy order for such Fan Token. The Maximum Capping may vary from one Token Offering to another.
- 8.4.3. The Minimum Capping throughout any Token Offering Period shall be established for every Token Offering in collaboration with the respective Partner and when applicable shall be clearly communicated to You prior to placing any buy order for such Fan Token. The Minimum Capping may vary from one Token Offering to another.
- 8.4.4. Sportemon Go reserves the right to adjust, in its sole and absolute discretion, the Maximum Capping and Minimum Capping at any time during the Token Offering Period or thereafter.
- 8.4.5. In the event that You attempt to purchase or acquire Fan Tokens in an amount exceeding the Maximum Capping, You acknowledge and agree that:
Provided that Your transfer of BNB, BUSD or FIAT as payment for such attempted purchase of Fan Tokens is successfully received by Sportemon Go, and notwithstanding any provision in these Terms of Sale, Sportemon Go may, at its sole and absolute discretion:
 - (a) Deliver such number of Fan Tokens to You of an amount based on the Maximum Capping and provide a refund in \$SGO of such amount for the part of the transfer which is in excess of the Maximum Capping without interest and net of all administrative and/or third party charges and/or other transaction and service fees (if any) that may be incurred in

connection with such refund, in which case such administrative and/or third party charges and/or other transaction and service fees (if any) incurred in connection with such refund shall be borne exclusively by You; or

- (b) Provide You with a refund of \$SGO transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction and service fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction and service fees (if any) incurred in connection with such refund shall be borne exclusively by You.
- (c) Sportemon Go may take any action which it deems appropriate, in its sole and absolute discretion.

In the case where applicable, save for any Fan Tokens that Sportemon Go may elect to deliver thereunder, or in the case where paragraph 7.4.5(b) is applicable, save for any refund that Sportemon Go may elect to provide thereunder, Sportemon Go shall have no obligations in any form or manner whatsoever to You in respect of such attempted purchase; and In the case where paragraphs 7.4 or 7.5 (a) are applicable, save for Your right to such Fan Tokens thereunder, or in the case where paragraphs 7.4 or 7.5 (b) are applicable, save for Your right to any such refund (whether in whole or in part) thereunder, You hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against Sportemon Go or its affiliates and/or the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless, Sportemon Go and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted purchase.

8.5. ATTEMPTS TO PURCHASE IN VIOLATION OF LAWS AND REGULATIONS

In the event that Sportemon Go discovers, at any time after Your acceptance of these Terms of Use and Terms of Sale, that Your purchase of \$SGO and/or Fan Tokens and/or Collectible Tokens is determined to be in violation of these Terms, any applicable laws and regulations, You acknowledge and agree that, regardless of whether such transfer of BNB, BUSD or FIAT, as purchase consideration are reflected as successfully made or received, that the attempted purchase of Fan Tokens will be regarded as invalid and/or void ab initio and:

- (a) Sportemon Go shall not be obliged to deliver any \$SGO, Fan Tokens or Collectible Tokens (as the case may be) to You and shall have no obligation in any form or manner whatsoever to You in respect of such attempted purchase; and

- (b) You hereby waive all rights, claims and/or causes of action (present or future) under any law (including any tortious claims) or contract against Sportemon Go or its affiliates and/or the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless, Sportemon Go and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted purchase.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR ATTEMPTED PURCHASE AND/OR TRANSFER OF BNB, BUSD or FIAT, AS PURCHASE CONSIDERATION FOR THE PURCHASE OF FAN TOKENS AND/OR COLLECTIBLE TOKENS IS NOT IN VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, REGULATIONS OR RULES.

8.6. WITHDRAWALS, CANCELLATIONS, REJECTIONS OF PURCHASES AND TERMINATION OF TOKEN SALE

- 8.6.1. The Token Vendor reserves the right, to reject any purchases of Tokens, or terminate the Token Sale at any time after Your acceptance of these Terms and prior to the delivery of Tokens in accordance with these Terms should you not comply with the eligibility requirements set forth herein. The Token Vendor further reserves the right, in its sole and absolute discretion, to treat any purchase of Tokens throughout the Token Offering Period as being invalid, notwithstanding any delivery of Tokens which may have been affected in accordance with these Terms, in the case where there is any change in any applicable law, regulation or rule after such delivery which prohibits, restricts, curtails, hinders, impairs or otherwise adversely affects the Token Sale to any extent.
- 8.6.2. The Token Vendor reserves the right, in its sole and absolute discretion, to reject any purchases of Tokens by any Participant at any time after Your acceptance of these Terms and prior to the delivery of Tokens in accordance with these Terms in the event that You are not successfully Whitelisted to the Token Vendor's sole and absolute satisfaction.
- 8.6.3. In the event of any such rejection of Your purchase of Tokens, termination of the Token Sale or the completed Token Sale being treated as invalid, where You have made any transfer of BNB, BUSD or FIAT as purchase consideration for such rejected purchase of Tokens or such purchase of Tokens which is the subject of the terminated Token Sale or the completed Token Sale being treated as invalid, You agree that:
 - (a) Provided that Your transfer of Tokens to the Designated Account as payment for such intended purchase of Tokens is successfully received and notwithstanding any provision in these Terms, the Token Vendor may elect to provide a refund of such purchase consideration in full or in part

without interest and net of all administrative and/or third party charges and/or other transaction and service fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction and service fees incurred in connection with such refund shall be borne by You;

- (b) Save for any refund that the Token Vendor may elect to provide under these terms, the Token Vendor shall have no obligations in any form or manner whatsoever to You in respect of such intended purchase;
- (c) Save for Your right to any such refund under these Terms, You hereby waive all rights, claims and/or courses of action under law or contract against the Token Vendor and/or indemnified persons in connection with or arising from such intended purchase, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such intended purchase.
- (d) The Token Vendor reserves the right to apply restrictions including monetary thresholds as it may deem necessary in its sole discretion for any reason whatsoever or as may be required or permitted by applicable law with respect to the transfer out of SGO (\$SGO), Fan Tokens and Collectible Tokens from the user's Sportemon Go wallet or wallet of choice.

8.6.4. In the event that You transfer out Tokens from your Sportemon Go.com wallet or the wallet of your choosing, it is Your sole responsibility to ensure that the send out wallet address is accurately provided. Tokens sent to an incorrect address are not recoverable and shall be lost. Sportemon Go shall not be responsible for incorrectly provided send out addresses and any damages or losses sustained by You as a consequence thereof. Moreover, Fan Tokens can only be transferred out to a Sportemongo.com wallet address, or any other platform and wallet address as may be authorized by us, and You shall be solely responsible to provide the correct Sportemongo.com or other wallet address as may be applicable.

9. FEES

You agree to pay Sportemon Go any applicable fees and Sportemon Go may, in its discretion, update the fees at any time. Any updated fees will apply to any transactions that occur following the effective date of the updated fees. You authorize Sportemon Go to deduct from your Sportemon Go Wallet any applicable fees that you owe under these Terms.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. These Terms shall not entitle You to any intellectual property rights, including the

rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, internet domain names or copyright in connection with the Token Vendor or the Partners.

- 10.2. There are no implied licenses under these Terms, and any rights not expressly granted to You hereunder are reserved by the Token Vendor.
11. NO WAIVER
 - 11.1. Any failure of the Token Vendor to enforce these Terms or to assert any rights, claims or causes of action against You under these Terms shall not be construed as a waiver of the right of the Token Vendor to assert any rights, claims or causes of action against You.
12. ENTIRE UNDERSTANDING
 - 12.1. These Terms contain the entire understanding between the Parties and supersede all prior terms and conditions, communications, understandings or arrangements (both oral and written) in relation to the Token Sale, use of the Sportemon Go Platform, use of the Services and Your purchase of Tokens.
 - 12.2. In the event that the Token Vendor discovers that You, in Your participation in the Token Sale, have engaged in unfair, excessive or abusive usage or conduct, the Token Vendor reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Token Vendor and the Indemnified Persons from losses, damages, harm or degradation of any form and manner.
 - 12.3. We may amend these Terms from time to time. If We make any amendments to these Terms We will inform You about such changes, for example by publishing a notice on the Sportemon Go App, website, social mediums or sending an email notice together with the updated Terms on Our website and We will change the "Last Updated" date at the top of these Terms. To the extent permissible by law, any amended Terms shall become effective immediately upon the publication of such notice. It is Your responsibility to regularly check to read through such notices and updates.
 - 12.4. If any clause is found to be illegal, void or unenforceable, then such clause shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that clause or these Terms, which shall remain in full force and effect.
13. EXPRESS WAIVER OF COOLING OFF PERIOD
 - 13.1. Unless excluded by any applicable law, there shall be no right of withdrawal in respect of any purchases or transactions in general by the user on the Sportemon Go Platform in respect of any of the Services made available by us.
14. THIRD PARTY WEBSITES OR RESOURCES

Services may contain links to third party websites or resources. Sportemon Go provides these links only as a convenience and is not responsible for the content, products, or Services on or available from such third-party websites or resources,

or links displayed on such websites. To the extent permitted under applicable law, You acknowledge sole responsibility for and assume all risk arising from, Your use of any third-party websites or resources.

Sportemon Go is not responsible for the availability or quality of third-party Services, including cell phone networks, hotspots, wireless internet and other Services. Such third party Services may affect Your ability to utilize the Services or participate in an event and You hereby waive and release Sportemon Go and any other party involved in creating or delivering the Services from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party Services.

15. CONTESTS, RAFFLES AND SIMILAR PROMOTIONS

Periodically, Sportemon Go and/or its Partners may organize sweepstakes, contests, raffles, games, and similar promotions on the App (each a "Promotion"). In addition to these Terms, Promotions will be subject to particular terms which We shall communicate to You at the time of these Promotions ("Promotional Terms"). By participating in any Promotion, You will become subject to those Promotional Terms. All Promotional Terms are incorporated into, may vary from, and shall supersede these Terms. Sportemon Go urges You to read the Promotional Terms carefully prior to engaging in such Promotions. Our Privacy Policy, in addition to these Terms and any Promotional Terms, governs any information You submit in connection with such Promotions.

16. TAXES

16.1. The Purchase Consideration that You transfer as payment for Your purchase of Tokens shall be inclusive of any VAT, if applicable, depending on your country of residence. However, the Purchase Consideration shall be exclusive of any other taxes, except VAT, that may be applicable to your purchase of, receipt and holding of Tokens in any jurisdiction ("Payable Tax").

16.2. It is Your responsibility to abide by local laws in relation to the legal usage of our Services in Your local jurisdiction as well as other laws and regulations applicable to You. You must also factor, to the extent of your local laws, all aspects of taxation, the withholding, collection, reporting and remittance to the appropriate tax authorities. **YOU ACKNOWLEDGE AND DECLARE THAT YOUR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; YOU AGREE THAT WE WILL REQUIRE YOU TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF YOUR FUNDS.** We maintain a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Your account and funds which are flagged out or investigated by legal mandate.

16.3. The Token Vendor shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting, and remitting the correct amount of Payable Tax to the appropriate tax authorities.

17. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER Sportemon Go, ANY SUBSIDIARY OR AFFILIATE THEREOF NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT (INCLUDING THE PARTNERS) WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Sportemon Go HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Sportemon Go' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE TOKEN HUNT FEATURE IN RESPECT OF ANY AND ALL CLAIMS OF AN INDIVIDUAL USER EXCEED ONE HUNDRED (100) EUROS. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE

18. GOVERNING LAW AND JURISDICTION

18.1. These Terms shall be governed by, and construed in accordance with, the laws of the United Kingdom.

18.2. We prefer to solve Your requests in direct contact with You and therefore do not participate in alternative consumer dispute resolution proceedings. If You would like to raise any complaint or dispute, We invite You to bring the matter to Our attention by contacting us on the Contact Information listed on our website at SportemonGo.com.

- 18.3. A Party shall give prompt written notice of any dispute to the other Party (a "Dispute Notice"). Such Dispute Notice will include sufficient details of the dispute to enable the other Party to consider its position in relation to the dispute.
- 18.4. You agree that any dispute, claim, or controversy between You and Us arising in connection with or relating in any way to these Terms or to your relationship with us as a user of Our Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration. You and Us further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. The location of any in-person arbitration hearing shall be the United Kingdom, unless otherwise agreed to by the parties.
- 18.5. Each Party agrees to use its best endeavors to settle any dispute amicably between the Parties within a period of 30 days from the date of the Dispute Notice.
- 18.6. Notwithstanding any dispute or reference of certain disputes (or part of certain disputes) for determination by arbitration pursuant to this clause, the Parties will continue to comply with their respective obligations under these Terms.
19. SEVERANCE AND PARTIAL INVALIDITY
- 19.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such terms, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 19.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
20. DATA PROTECTION
- 20.1. We will not disclose Your Personal Data except as expressly permitted under these Terms and otherwise only with Your prior consent as stipulated in Our privacy policy. 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, 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 laws or regulations.

- 20.2. Any personal data or information which You provide to Us shall be processed strictly in accordance with Our privacy policy, which is incorporated by reference into these Terms.
- 20.3. You acknowledge, accept and understand that these Terms, insofar as they relate to the controlling and processing of your Personal Data are regulated by the any applicable Privacy Laws.

21. FEEDBACK

- 21.1. You can submit feedback, comments, and suggestions for improvements to the Services (“Feedback”) by reaching out to us on social media or support channels. Feedback is a form of User Content.

RISK FACTORS

You should carefully consider and evaluate each of the following risk factors and all other information contained in the Terms before deciding to participate in any Token Sale or trading activity. To the best of the Token Vendor’s knowledge and belief, all risk factors which are material to You in making an informed judgement to participate in the Token Sale and engage in the Services have been set out below. If any of the following considerations, uncertainties or material risks develop into actual events, the business, financial position and results of operations of the Token Vendor(s) could be materially affected. In such cases, the trading price of Tokens (Fan Tokens, Collectible Tokens and the \$SGO Tokens) could decline due to any of these considerations, uncertainties or material risks, and You may lose all or part of Your Tokens (Fan Tokens, Collectible Tokens and SGO Tokens). By proceeding You are acknowledging these risks.

RISKS RELATING TO PARTICIPATION IN THE TOKEN SALE.

Purchase of the \$SGO TOKEN, FAN TOKEN, and/or COLLECTIBLE TOKEN from us or a partner as the Token Vendor involves a high degree of risk.

Financial and operating risks confronting innovators are significant and the Token Vendor is not immune to these. Innovators often experience unexpected problems in the areas of product development, marketing, financing and general management, amongst others, which frequently cannot be solved.

The Token Vendor may be forced to cease operations.

It is possible that, due to any number of reasons, including but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability of the Token Vendor to establish the Token’s utility, the failure of commercial relationships, or intellectual property ownership challenges, it may not be viable for the Token Vendor

to continue its operations and may dissolve or take actions that result in a dissolution of the Token Vendor.

The tax treatment of the Tokens, the purchase rights contained herein, and the Token Sale is uncertain and there may be adverse tax consequences for You upon certain future events and depending on the jurisdiction in which you are domicile or resident. You must seek Your own tax advice in connection with purchasing or trading of Tokens. Purchase or trading of Tokens pursuant to these Terms may result in adverse tax consequences to You, including withholding taxes, income taxes, and tax reporting requirements. You should consult with and must rely upon the advice of Your own professional tax advisors with respect to tax treatment of a purchase and/or trading of Tokens pursuant to these Terms.

There is no prior market for the Fan Tokens and the Token Sale may not result in an active or liquid market for the Tokens

Prior to the Token Sale, there has been no public market for the Fan Tokens and the Fan Tokens are not traded, whether on any cryptocurrency exchange or otherwise. In the event that the Tokens are traded on a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the Tokens will develop. There is also no assurance that the market price of the Tokens will not decline below the Purchase Consideration at which You acquired Your Tokens. The Purchase Consideration may not be indicative of the market price of the Tokens after they have been made available for trading on an exchange.

A Token is not a currency issued by any central bank or national organization, nor is it backed by any hard assets or other credit. Trading of Tokens merely depends on the consensus on its value between the relevant market participants, and no one is obliged to purchase any Token from any holder of the Token, including the purchasers, nor does anyone guarantee the liquidity or market price of the Tokens to any extent at any time. Accordingly, the Token Vendor cannot assure that there will be any demand or market for Tokens.

External factors could materially and adversely affect the market price of the Tokens Any future sale of the Fan Tokens (which were not all available for sale in the Token Sale) would increase the supply of Tokens in the market and this may result in a downward price pressure on the Fan Tokens. The sale or distribution of a significant number of Tokens outside of the Token Sale, or the perception that such further sales may occur, could adversely affect the trading price of the Fan Tokens.

Negative publicity may materially and adversely affect the price of the Tokens Negative publicity involving the Partners and/or the Token Vendor may materially and adversely affect the market perception or market price of both the Fan Tokens and the SGO Token, whether or not such negative publicity is justified.

There is no assurance of any success of the Sportemon Go Platform and Token Sales

The value of, and demand for, the Tokens hinges heavily on the performance of the Sportemon Go Platform. Despite the very good early predictions based on sound data, there is no assurance that this will gain traction after its launch and achieve any commercial success.

The trading price of the Tokens may fluctuate following the Token Sale.

The prices of digital assets in general tend to be relatively volatile and can fluctuate significantly over short periods of time. The demand for, and correspondingly the market price for, the Tokens may fluctuate significantly and rapidly in response to, among others, the following factors, some of which are beyond the control of the Token Vendor:

- New technical innovations;
- Analysts' speculations, recommendations, perceptions or estimates of the Token's market price or the financial performance of the Token Vendor;
- Changes in market calculations and token prices of entities with operations similar to that of the Token Vendor that may be made available for sale and purchase on the same exchanges as the \$SGO Token;
- Announcements by the Token Vendor of significant events, for example, partnerships, sponsorships, or new product developments;
- Fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges;
- Additions or departures of key personnel of the Token Vendor;
- Success or failure of the management of the Token Vendor in implementing business growth strategies;

Changes in conditions affecting the blockchain or fintech industry, the general economic conditions or market sentiments, or other events or factors.

RISKS RELATING TO THE RECEIVING ADDRESSES AND WALLETS

The receiving Sportemon Go Wallets (when applicable) or wallets of your choosing may be compromised and the Tokens may not be able to be disbursed.

The receiving Sportemon Go Wallets are designed to be secure. However, in the event that the Sportemon Go Wallets are, for any reason compromised, the Tokens held by the receiving Sportemon Go Wallets may not be able to be retrieved and disbursed and may be permanently unrecoverable.

The loss or compromise of information relating to Your Sportemon Go Wallet may affect Your access and possession of the Tokens.

Your access to Tokens on your Sportemon Go Wallet (once available and when chosen), among other things, the safeguards to the information to such Sportemon Go Wallet, including but not limited to the user account information, address, private key, and password. In the event that any of the foregoing is lost or compromised, Your access to the Sportemon Go Wallet may be curtailed and thereby adversely affecting Your access and possession to the Tokens, including such Tokens being unrecoverable and permanently lost.

RISKS RELATING TO THE TOKEN VENDOR AND THE Sportemon Go PROJECT

There may be weaknesses, vulnerabilities or bugs in the protocols, systems and smart contracts in connection with the Token Sale and Sportemon Go Services (including trading activities).

Sportemon Go will make reasonable efforts to ensure that the protocols, systems, and smart contracts in connection with the Token Sales, trading and voting are audited, tested, and proved by technical experts. However, as smart contract technology is still in its early stage of development and its application of experimental nature carries significant operation, technological, financial, regulatory and reputational risks, there are inherent risks that such protocols, systems and smart contracts could contain weaknesses, vulnerabilities or bugs.

Purchasers of Tokens should understand and accept that there are no warranties that Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which would cause loss in their worth or value. In the event that any of the aforementioned risks materializes, the business strategies, results of operations and outlook of the Token Vendor may also be adversely affected.

We provide the Collectible Token, and license the Artwork to the owner of the Collectible Token, on an "AS IS" basis, and expressly disclaims any warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness of a particular purpose.

The Token Vendor is dependent in part on the location and data center facilities of third parties.

The infrastructure network of the Token Vendor is in part established through servers which they own and house at the location facilities of third parties, and servers that they rent at data center facilities of third parties. If the Token Vendor is unable to renew its data facility lease on commercially reasonable terms or at all, the Token Vendor may be required to transfer their Services to a new data center facility and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security. Any security breaches or damages which occur may impact the Token Vendor and the price of the Tokens.

There may be unanticipated risks arising from the Tokens

Cryptographic tokens such as the SGO Tokens and Fan Tokens are a relatively new and dynamic technology. In addition to the risks included therein, there are other risks associated with Your purchase, holding and use of the Tokens, including those that the Token Vendor cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.

There may be prevention of transaction requests

Sportemon Go cannot be held responsible if You are prevented from sending a transaction request, or Your transaction request or email is not received by us due to hardware, software or Services issues (including, without limitation, internet and other network connectivity issues).

There may be the termination of the business relationship with the Partner

The use and function of the Fan Tokens is reliant on an underlying agreement between Us and the Partner (for example – official football team). There is the risk that such partnership will cease and in such case the Fan Token will lose value, its utility and associated intellectual property rights. However, the user shall continue to hold such Tokens in his or her respective wallet.