

Blockchain Sports Terms and Conditions

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Please carefully read these Terms and Conditions (“Terms”, or “T&C”) before using website <https://bcsports.io/> (“Website”) made available through BCS Ecosystem Limited, or its subsidiaries and affiliates (“Blockchain Sports”, “BCS”, “we”, or “us”), as they govern your use of the Website and affect your obligations and legal rights. Company maintains the Website and provides any services through it on legitimate basis. Additionally, the privacy policy (“Privacy Policy”) governs how we process any of the data that we receive through your use of the Website and Services.

Blockchain Sports is a sports entertainment platform where sports fans (“you,” or “User”) can engage with athletes and teams and build connections with the global sports community. Blockchain Sports creates digital trading cards backed by blockchain technology and featuring professional athletes (“Collectibles”). You can buy Collectibles on the Website and use them to build up an exclusive portfolio of limited-edition athletic digital assets and more.

These Terms and Conditions form a legally binding agreement between you and Blockchain Sports. For the purposes of these Terms, any capitalized terms shall have the meaning assigned. Blockchain Sports also has prepared the Whitepaper in which you can find useful explanations and more detailed information about your ways of interacting with the Website. The Whitepaper is purely informative and not legally binding.

1. BLOCKCHAIN SPORTS WEBSITE

1.1. The Website and Services are owned and operated by **BCS Ecosystem Limited**, a company duly registered and existing under the laws of the Republic of Seychelles, with registration number 238747, having its registered address at Ile Du Port, House of Francis, room 303, Mahe, Seychelles.

1.2. The services include all products, offerings, games, and features, offered by Blockchain Sports through the Website and App (“**Services**”). Through the Website you can acquire, collect, exchange, and play collectible digital cards that leverage blockchain technology and feature professional athletes from your different, officially licensed teams.

1.3. The Website may contain links or content from services not operated by Blockchain Sports that provide additional content or features such as payment services, the purchase and sale of digital assets in legal tender, digital asset wallets as well as player data and third-party collectible marketplaces (“**Third-Party Services**”). Whether or not integrated into the Website, these Third-Party Services are provided under the terms of use and privacy policy of the relevant third-party provider, under that provider’s sole responsibility. Blockchain Sports is not responsible or liable for the availability or accuracy of the Third-Party Services, or the services, products, or content available from the Third-Party Services. Links to or use of any Third-Party Services are not an endorsement by Blockchain Sports of such Third-Party Services. Please consult the relevant Third-Party Service’s terms and conditions and/or privacy policy for more information.

2. SERVICES

2.1. License Grant. Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable personal license to use the Services.

3. COLLECTIBLES

3.1. Collectibles. Collectibles are essentially digital identities and scorecards that track the developmental life cycle of an athlete throughout the earliest stages of their career with a non-fungible token (“**NFT**”) using Blockchain Technology and issued by Blockchain Sports. The NFT ensures the authenticity of the Collectible and the transparency of the Services. NFTs on the Blockchain Sports platform are minted using a protocol built on a public blockchain network (Polygon).

3.2. Value. Collectibles are the digital equivalent of paper sports trading cards. They are sold without an investment purpose and/or for the purpose of gaining additional value, even if the Collectibles are resold through a Third-Party Service or marketplace.

3.3. Ownership. When you purchase a Collectible, you become the definitive owner of the underlying NFT, in accordance with these Terms. Except where otherwise explicitly stated to the contrary, you have the right to freely dispose of your Collectible (via sale, loan, donation, transfer, etc. including through a Third-Party Service or marketplace).

3.4. Collectible Elements and Third-Party Rights. The player image, team branding (including trademarks and jerseys) and other elements figuring in the Collectibles are officially licensed from the relevant third-party rights holder (“**Third-Party Collectible Elements**”). This may include third-party patent rights, image rights, copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world (“**Third-Party Rights**”).

3.4.1. License to Third-Party Rights in Collectible Elements. Subject to compliance with these Terms, you are hereby granted, on a non-exclusive basis, a worldwide license to use, display and transfer the Third-Party Collectible Elements associated with the Collectibles incorporated into the NFTs that you legitimately own for the period that you own the relevant NFT(s), for personal and non-commercial purposes only. For the avoidance of doubt, you are only authorized to use, display, and transfer Third-Party Collectible Elements as part of the use, display, and transfer (as applicable) of the Collectible embedding such Third-Party Collectible Elements. Any other use, display or transfer of the Third-Party Collectible Elements is strictly prohibited.

3.4.2. License Restrictions. You may not, under any circumstances and without Blockchain Sports’s prior written consent, carry out or attempt to carry out any of the following to the Collectibles, whether or not owned by you: (i) use the Collectible and any of the Third-Party Collectible Elements for commercial purposes, advertising or promotion of a third-party product or service; (ii) market merchandise, physical or digital, that represents the purchased Collectible; (iii) alter the image associated with the Collectible, and/or alter, edit or modify the Third-Party Collectible Elements in any other way; (iv) attempt to claim any additional

intellectual property rights relating to the Collectible or the Third-Party Collectible Elements; (v) violate any applicable Third-Party Right; and/or (vii) use the Third-Party Collectible Elements and/or the Collectible in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech, defamation or otherwise infringe upon the rights of others, including the image right(s) of the featured player.

3.5. Collectible Issuance.

3.5.1. You can buy a Collectible on the Website offered by Blockchain Sports.

3.6. Transfer and Exchange.

3.6.1. **Through a Third-Party Service.** You may transfer to and/or sell the Collectibles through a Third-Party Service or marketplace. Any sales or exchanges on Third-Party Services and/or marketplaces will be subject to the terms and conditions provided by such Third-Party Service or marketplace.

3.6.2. **Disclaimer.** To the extent allowed by applicable law, Blockchain Sports is under no circumstances responsible or liable for any loss or damage that may occur during the transfer, withdrawal, sale, or exchange of Collectibles outside the Website.

4. PAYMENT

4.1. When you make a payment in connection with the Services, your payment will be processed by one of our trusted, Third-Party Service payment providers "**Payment Provider.**"

4.2. In order to process your payment, the relevant Payment Provider may ask you for additional information in order to verify your identity or validate the transaction, in compliance with that Payment Provider's terms of service and privacy policy.

4.3. You acknowledge and agree that due to the nature of Blockchain technology, once a transaction has been processed, the associated transaction data will be irreversibly associated with the relevant Collectible and documented on the Blockchain.

5. ATHLETE TRANSFERENCE REWARDS

5.1. **Transfer Event and Transference Reward.** Whenever ownership or affiliation of an athlete represented by Collectibles is transferred to new hands due to the athlete being picked up by another organization for the payment (the "**Transfer Event**"), the following provisions shall apply:

5.1.1. **Transference Reward.** In case of the Transfer Event your possession of Collectibles related to transferred athletes entitles you to receive a certain percentage of the Transfer Fee (if any) that football organizations pay when those athletes move to different organizations (the "**Transference Reward**"). The details about the Transference Reward will be provided on the Website.

5.1.2. Claiming Transference Reward Users with Collectible related to the transferred athlete have an option to exit their ownership of the respective Collectible and claim the Transference Reward. Users may exercise this option voluntarily, and redemptions of the Transference Reward are not compelled. Users' claims could only be made a single time by the address holding said Collectibles.

5.1.3. Multiple Transferred Athlete's Collectibles. If you have more than one Collectible related to the athlete being transferred, you can choose how many of these Collectibles you want to use to get the Transference Reward. Each User will get a portion of the Transference Reward based on the number of Collectibles they decide to use for claiming it. Any Collectibles related to the transferred athlete that you don't use for the Transference Reward can be kept for future use on the Website or for claiming the Transference Reward during a future Transfer Event (if there is one).

5.1.4. Transference Reward Distribution. Users who decide to exit their ownership and claim the Transference Reward will receive it in the form of MATIC on the Polygon network shortly after the designated account receives the portion of the Transfer Fee from the relevant parties. The timing of these payments will depend on the intervals agreed upon by football organizations or other parties involved, and these parties can decide the timing as they see fit. The details about the timing will be provided on the Website.

5.1.5. Unclaimed Transference Reward. If your Transference Reward are left unclaimed after 180 days from the date such funds were made available to claim on the Website, you lose the entitlement to receive Transference Reward and ownership of Collectibles will be exclusively for purposes of collection.

6. YOUR INFORMATION, CONTENT, AND FEEDBACK

6.1. Your Content. You hereby grant and/or agree to grant to Blockchain Sports the transferable, sub-licensable, free of charge, global right to exclusively use, copy, distribute, adapt, creative derivative works, reproduce, distribute, modify, translate, and otherwise exploit, any content you produce when using the Services (including but not limited to username, comments, team composition, team name, etc.) ("Content"), by any present or future process and by any means of distribution on the Website, social networks, or media (such as TikTok, Facebook, Twitter, Instagram, Reddit, Youtube, etc.) or platforms (such as YouTube), e-banners and promotional emails or newsletter and on Blockchain Sports intranet or in its internal documentation, whether in whole or in part, and whether as provided or as modified, for commercial or promotional purposes.

6.2. Your Feedback. We invite you to send us any feedback, comments, suggestions or ideas you have regarding the Website and/or the Services ("**Feedback**") via Discord, Twitter,Reddit or other social media platform, and/or by email to our team. When you send us Feedback, you agree to grant Blockchain Sports a transferable, sub-licensable, free of charge, worldwide and for the legal duration of the potential property rights in your Feedback, right to use, copy, distribute, adapt, create derivative works, reproduce, distribute, modify, translate, make publicly available or publicly display your Feedback, by any present or future process and by any means of distribution on the Website, social networks or media (such as

TikTok, Facebook, Twitter, Instagram, Reddit, etc.) or platforms (such as YouTube), e-banners and promotional emails or newsletter and on Blockchain Sports intranet or in its internal documentation, whether in whole or in part, and whether as provided or as modified, for commercial or promotional purposes.

7. BLOCKCHAIN SPORTS'S CONTENT

7.1. Proprietary Content. The Website and the Services, including but not limited to its proprietary content, information, design (including the “look and feel” of the Website or Services) logos, text, graphics, images, icons, data, software, algorithms and scripts are and will remain the proprietary property of Blockchain Sports and our affiliates (and licensors, where applicable) (“**Proprietary Content**”). Any unauthorized extraction or reproduction of the Blockchain Sports database is prohibited.

7.2. Nothing in these Terms should be construed as granting you any property, patent, or other right in the Proprietary Content. You may not copy, imitate, or use, in whole or in part, any of the Proprietary Content without prior written permission from Blockchain Sports.

7.3. For the avoidance of doubt, purchase of a Collectible does not confer any ownership or other rights in the Proprietary Content, Third-Party Collectible Elements, content, code, data or other materials or over Blockchain Sports's rights and/or Third-Party Rights that may be associated with the Services.

8. MODIFICATIONS OF THE SERVICE

8.1. We reserve the right to modify, suspend, or discontinue, in each case temporarily or permanently, part or all of the Services, products, offerings, promotions and/or features of the Website, or Services, or we may introduce new features and/or Services if we have another valid reason. Valid reasons include improvement of the Website or the Services (such as offering new, modified or updated services, offering different content or services), necessary modifications for technical reasons, an increased or decreased number of users, a change in the Website, or Services, and/or other operational reasons, intellectual property obligations or claims, changes in licenses we hold from third parties or other third-party compliance requirements, significant changes due to specific and verifiable open market costs, necessary enhancements of the safety of users or third-parties or other material legal, regulatory, technical, marketing, product, or security reasons. This list of valid reasons can be unilaterally modified by Blockchain Sports when such modification reflects a mere technical improvement of the Website or the Services, which does not result in a price increase or quality decrease. We will give you notice reasonably in advance on the Website and/or or other designated method, when we make a material change to the Services. Such modification will be made without additional cost to you.

8.2. Beta Tests. In the event a beta feature, product, service, or offering (each a “**Beta Test**”) is made available, we reserve the right to modify, suspend, or discontinue the Beta Test, in each case temporarily or permanently, in our sole discretion and without any liability to you.

9. PROHIBITED WEBSITE AND SERVICES USE

9.1. Blockchain Sports wants the Website, and Services to be inclusive places where fans and teams across the globe can engage with their favorite sports and each other. In connection with the Website, and Services you shall not:

9.1.1. post or otherwise create material that is misleading, suspicious and/or that intends to defraud or confuse other Users;

9.1.2. post or otherwise create material that is abusive, obscene, pornographic, defamatory, harassing, offensive, vulgar, threatening, or malicious or infringing on privacy or publicity rights, inciting violence, racial or ethnic hatred or which may be described as gross indecency or incitement to commit certain crimes or offences.

9.1.3. interfere with, disrupt, or attempt to gain unauthorized access to any other Users' accounts, other Users' Wallets and/or computer networks;

9.1.4. use a Blockchain Sports username to represent that you work for the company and/or for the purpose of selling Collectibles;

9.1.5. impersonate any person or entity or misrepresent your affiliation with another person or entity;

9.1.6. to buy, sell or transfer fraudulently obtained or stolen Collectibles or Cryptocurrency;

9.1.7. conduct transactions that are suspicious, fraudulent, or otherwise disruptive of the normal functioning of the Services;

9.1.8. use the Services in an effort to engage in price manipulation, fraud or other deceptive activity;

9.1.9. use any non-public information in connection with the Services.

9.2. Additionally, and in order to maintain the integrity and proper functioning of the Website and the Services, there are certain restrictions regarding what you can do when visiting the Website. In connection with the Website, the Services you shall not:

9.2.1. access (or attempt to access) any non-public areas of the Website;

9.2.2. interfere with any access or use restrictions, or prevent (or attempt to prevent) another User from accessing or using the Website, or Services, or disrupt, interfere and/or overburden the Website or the Services;

9.2.3. use any robot, spider, or other automated means to access, scrape or scan the Website in violation of these T&Cs, and/or the Services or frame or mirror any part of the Website and/or the Services;

9.2.4. use any data mining or data gathering or extraction methods, or otherwise collect information about Blockchain Sports, and/or the Services in violation of these T&Cs and/or its Users;

9.2.5. send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions or advertisements of any kind and for any purpose;

9.2.6. attempt to probe, scan, compromise or test the vulnerability of the Website, the Services, system or network or breach any security or authentication;

9.2.7. modify, adapt, translate, reverse engineer, disassemble or decompile any part of the Website and/or the Services or create derivative works;

9.2.8. decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Website and/or the Services;

9.2.9. resell, sublicense, rent, lease, offer or otherwise commercialize any Blockchain Sports offering, product and/or feature or infringe Blockchain Sports's intellectual property rights on the Website and its components;

9.2.10. use data collected from the Services for any commercial activity; violate any applicable laws, regulations or rules;

9.2.11. remove or alter any copyright, trademark, confidentiality or other proprietary notices, designations, or marks from the Website and/or Services;

9.2.12. use the Services for money laundering or other illicit financial activities;

9.2.13. use the Website and/or the Services for any illegal or unauthorized purpose.

9.3. Exceptions. Except where explicitly stated by these Terms and Conditions or as expressly permitted by a contractual agreement between you and Blockchain Sports, you may not derive or extract data, content and/or any other information from the Website, Services.

10. SUSPICIOUS ACTIVITY AND VIOLATIONS

10.1. Suspicious Activity.

10.1.1. **Reporting Suspicious Activity.** We welcome you to report any fraudulent or illegal activities of other Users. Blockchain Sports in its sole discretion reserves the right to enquire into account activity considered suspicious and limit their access to the Services. If you would like to report suspicious activity, you may contact the Support Team at **support@BlockchainSports.op**. Any reporting will be kept strictly confidential and not disclosed to a third party, unless (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit, or inquiry, or (iv) where requested by a regulator.

10.1.2. **Investigations.** Blockchain Sports reserves the right to enquire into account activity considered suspicious and limit your access to the Services, including where such activity has been flagged by other Users. Where Blockchain Sports has contacted you concerning suspicious activity you will provide any requested information.

10.2. Violation of these Terms and/or Any Applicable Additional Terms. You shall not use the Website, Services in any way that violates these Terms.

10.2.1. Service Limits.

10.2.1.1. **Reward Ineligibility.** We reserve the right to withhold Transference Reward and/or any prize(s) you have won and in the event you are suspected of violating or have violated the Terms and Conditions.

10.3. Appeal Process. If we take any action pursuant to this Section, you may have a right of appeal. For further information you may contact the Support Team at **support@BlockchainSports.op** by providing us with the following information: your name, username, email address, the full details of the issue, and where applicable Blockchain Sports's previous response to your complaint if any and why you disagree with the outcome. We will ensure to investigate your complaint and get back to you as soon as reasonably possible.

11. INDEMNIFICATION

11.1.1. To the fullest extent permitted by applicable law, you will indemnify and hold harmless Blockchain Sports, its affiliates, officers, agents, consultants, vendors, equity holders, employees, successors and assigns against any claims, liabilities, damages, awards, judgments, losses, liabilities, obligations, penalties, fees, expenses (including, without limitation, attorneys' fees) and costs in connection with:

- Your violation of these Terms;
- Your use or misuse of the Services;
- Your violation of any third-party rights or your obligations to any third party, including the Third-Party Rights of any relevant Third-Party Collectible Elements and/or other Users;
- Your violation of any applicable law, regulation, or rule; and/or Your negligence, gross negligence and/or willful misconduct.

12. DISCLAIMER

You expressly understand and agree that access to and use of the Services is at your own risk, and that the Website and Services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, to the extent permitted by applicable law.

To the fullest extent permitted by applicable law, we make no representation or warranty that (i) access to, or use of the Services will be uninterrupted, timely, secure or error-free; (ii) usage data provided by the Services or on the Website will always be accurate; and/or (iii) the Services are free of malware or other harmful components.

12.1. To the fullest extent allowed under applicable law, Blockchain Sports disclaims all other warranties, representations and/or conditions except to the extent that they are expressly set out in the Terms, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and/or non-infringement. Blockchain Sports will not be responsible for any loss or action taken or taken in reliance on the Website, the Services, information, or data presented therein or in connection with, or on any third-party website. Blockchain Sports disclaims all responsibility

for any and all losses that may be incurred by Users as a result of using blockchain and/or digital asset wallets. Additionally, no advice, data, or information, whether presented in writing or orally and/or whether presented by Blockchain Sports, associated parties or through the Website or Services, will create any warranty or representation.

12.2. Where applicable law does not allow the exclusion of implied warranties in consumer contracts, parts or all of the above clauses do not apply to the relevant Users. IF THE LAW OF THE COUNTRY IN WHICH YOU RESIDE DOES NOT PERMIT THE EXCLUSIONS OF LIABILITY SET OUT IN THIS SECTION, THESE EXCLUSIONS DO NOT APPLY.

13. LIABILITY

13.1. General. To the fullest extent permitted by applicable law Blockchain Sports disclaims all liability arising out of or in connection with the Website and/or Services. We shall not be held liable for:

- Your reliance on any statement, information and/or data made available on the Website, the Service, and/or any social media platform or blog operated by Blockchain Sports;
- Loss of Users' Content, data, Collectibles or Cryptocurrencies;
- direct or indirect damage resulting from the use of the Services;
- interruptions in the Website or Services, and/or any losses caused by errors, bugs, breaches and/or malfunctions;
- technologies provided by third parties;
- a malfunction or cyberattack;
- the actions of any third party or by a User's use of the Website and/or Services;
- any case of force majeure, including a failure of the blockchain protocol used to run the Services not caused by Blockchain Sports.

13.1.1. you understand accept the risks inherent in the provision of information, online internet exchanges and experimental technologies such as the blockchain and non-fungible tokens, and agree that Blockchain Sports shall not be liable for any failure of the foregoing technologies and/or breach of the security of the Website and/or Services, unless caused by gross negligence on the part of Blockchain Sports, except in relation to any liability that cannot be excluded or limited by law, Blockchain Sports's maximum, aggregate liability to Licensor under and in connection with this these Terms is limited to direct damages in an amount not to exceed the sum(s) actual paid by the individual, relevant User to Blockchain Sports in the twelve (12) months prior to the claim giving rise to such liability.

13.2. User Content. Blockchain Sports is a hosting provider of the content released by the Users and or any content exchanged between Users. Such content is neither attributable to Blockchain Sports nor does it represent Blockchain Sports's opinion. Blockchain Sports cannot be held liable for any third-party content such as the content released by Users and/or

any content exchanged between Users. Blockchain Sports disclaims all responsibility for any and all content as well as the nature of such content exchanged between Users.

14. AMENDMENT

14.1. We reserve the right to modify or amend these Terms at any time. If we make material changes to any of the foregoing terms, we will notify you about these amendments in advance, via a dedicated communication method and allow for a reasonable period for you to review the updated terms.

14.2. The applicable version of the Terms is the latest version published on the date of use of the Services.

15. MISCELLANEOUS

15.1. Failure by Blockchain Sports at any time to exercise its rights under these Terms shall not constitute the waiver of such right.

15.2. If any term, provision, or section of these Terms is held invalid or unenforceable, then that term, provision or section will be deemed removed from these Terms and will not affect the validity or enforceability of any remaining part of such provision, section or any other term, provision or section of these Terms, provided that the essential provisions of these Terms remain in effect.

15.3. All obligations which by their nature should or are intended to survive the termination or expiration of these Terms shall continue in full force and effect, regardless of the termination of these Terms by you or Blockchain Sports.

15.4. The Website may periodically feature sweepstakes, contests, raffles, or similar promotions (“**Promotions**”) via the Website. Such Promotions may be governed by rules separate from these Terms. In the event Promotion rules conflict with these Terms, the Promotion rules shall control, but solely in connection with the Promotion.

16. ISSUE RESOLUTION, JURISDICTION AND APPLICABLE LAW

16.1. Issue Resolution. If you are having an issue or would like to raise a concern, you should contact us at support@BlockchainSports.op. Please include your contact details and provide any additional information and relevant context.

16.2. Applicable law. These T&Cs shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby according to the laws of the England and Wales, as well as established business practices.

16.3. Negotiations. Parties shall cooperate in good faith to resolve any dispute by way of negotiations. If the Parties are unable to resolve a dispute within ninety (90) days of initial notice of such dispute and invitation to negotiate sent by one Party and being received by another Party, such dispute shall be finally resolved by binding arbitration as defined below.

16.4. Jurisdiction. Any dispute not resolved within ninety (90) days as set forth above shall be referred to and finally resolved by arbitration in accordance with the CAMC Arbitration Rules, except as they may be modified herein or by mutual agreement of the Parties. The appointing authority shall be the Cyprus' Arbitration and Mediation Centre. The number of arbitrators shall be three. One arbitrator shall be selected by Blockchain Sports, one arbitrator shall be selected by you, and the presiding arbitrator shall be nominated by arbitrators selected by the Parties. The seat of arbitration shall be Limassol, Cyprus. Arbitration proceedings shall be conducted on the basis of documents and other materials. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties. Application for arbitration shall be made within six (6) months of initial notice of such dispute and invitation to negotiate sent by one Party and being received by another Party. After the six (6) months period any and all legal proceedings regarding the dispute shall be forever barred. The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, in so far as such waiver can validly be made under the applicable law.

16.5. No Class Action or Representative Actions. Any dispute is personal to you and Blockchain Sports and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual will attempt to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.