

## TERMS & CONDITIONS

**Last update: 16 June 2023**

The Sportvatar ecosystem (the "**Platform**") is about digital content without material support and in particular allows its users to create, buy and sell unique avatars that will be stored as NFTs on the Flow blockchain (each a "**Collectable**") and which allow users to express their creativity by choosing the strokes and combinations they prefer using various NFTs available through the Platform. Sportvatar S.r.l., VAT no. 12525630963, with registered office in Via Terenzio n. 12, Milan (MI) (the "**Supplier**") is the original issuer of the Collectibles, while the Supplier and/or one or more of its affiliates will be the owners and operators of the Platform (the "**Operator**"). References to "**we**" O "**There**" in this document are references to the Supplier and/or the Operator, as the case may be, while references to "**that**", "**the**" O "**user(s)**." are references to users of the Platform who have accepted these Conditions. We make the Platform available to you in relation to the Collectibles. However, before using the Collectibles on the Platform, you must agree to these Terms and Conditions and all terms and conditions incorporated herein by reference (collectively, the "**Conditions**") and any additional terms and conditions that apply specifically to the Platform itself.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS GOVERN YOUR USE OF THE PLATFORM, UNLESS A SEPARATE WRITTEN AGREEMENT HAS BEEN ENTERED INTO WITH YOU TO SUCH PURPOSE. WE WILL ONLY MAKE THE PLATFORM AVAILABLE TO YOU IF YOU AGREE TO ALL OF THESE TERMS AND ANY OTHER TERMS AND CONDITIONS WHICH SPECIFICALLY APPLY TO THE PLATFORM.

YOU SHOULD THEREFORE READ THESE TERMS BEFORE USING THE PLATFORM, PURCHASE ANY PRODUCT OR USING ANY SERVICE AVAILABLE THROUGH THE PLATFORM.

BEFORE PROCEEDING WITH PAYMENT FOR THE PURCHASE AND SALE OF COLLECTIBLES, YOU YOU WILL BE ASKED TO CONFIRM THAT YOU HAVE READ THESE TERMS. TO ACCEPT THESE CONDITIONS, YOU MUST CHECK THE "*I HAVE READ AND ACCEPT THE TERMS OF SPORTVATAR*" IN THE SPECIFIC BOX. BY DOING SO, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL THESE TERMS AND CONDITIONS.

BY ACCEPTING THESE CONDITIONS, YOU DECLARE TO BE A CONSUMER IN ACCORDANCE WITH D. LGS. 206/2005 AND THEREFORE TO ACT EXCLUSIVELY FOR PERSONAL AND NON-PROFESSIONAL PURPOSES.

ANY PURCHASE OR SALE OF A COLLECTIBLES MADE, ACCEPTED, OR OTHERWISE FACILITATED BY YOU, OUTSIDE THE PLATFORM SHALL BE AT YOUR OWN RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OF OFF-PLATFORM COLLECTIBLES. WE EXPRESSLY DISCLAIM ANY OBLIGATION TO INDEMNIFY OR HOLD YOU HARMLESS FOR ANY LOSSES YOU MAY SUFFER AS A RESULT OF TRANSACTIONS, OR FACILITATION OF TRANSACTIONS, OF OFF-PLATFORM COLLECTIBLES.

Any changes to these Terms will be applicable from the "**Date of last update**" indicated at the top of this page. Your continued use of the Platform after the "**Date of last update**" will constitute your acceptance and consent to any such changes.

By using the Platform, you represent that you are of legal age to sign these Terms and that you accept and be bound by these Terms. Further information is indicated in the art. 14 of these Conditions.

In light of the foregoing, you may not use the Platform if: (i) you do not accept these Terms; (ii) has

not attained the age of majority in his jurisdiction of residence; or (iii) he is prohibited from accessing or using the Platform or any content, product or service of the Platform based on Italian law, the law in force in his jurisdiction of residence and/or based on any community legislation and /or international if applicable.

## **1. USE OF THE PLATFORM; ACCOUNT SETUP AND SECURITY**

(i) Account and Wallet setup. To use the Platform, you must follow the instructions on the Platform's website, available at <https://sportvatar.com/uk>. You will also need to use a supported e-wallet (also referred to as a "**Wallet**"), which will allow him to purchase and store the Collectibles collected or purchased through the Platform. Each Collectible is a Non-Fungible Token (a "**NFT**") on the Flow blockchain network (the "**Net**").

(ii) Account Registration. You must provide accurate and complete registration information when creating an account for the Platform through your e-wallet service provider. By creating an account, you agree to provide accurate, current and complete information about your account and to maintain and promptly update your account information as necessary. We reserve the right to recover usernames without any liability to you.

(iii) Account Security. You are responsible for the security of your account on the Platform and for your electronic wallets. If you become aware of any unauthorized use of your password or your account on the Platform, please notify us immediately via our website or at the email address indicated in the Contact section, it being understood that we assume no responsibility for such unauthorized use, because we have no control over your Wallet and/or the Network and/or e-wallet service provider.

(iv) Account Transactions. You may use your e-wallet to purchase, store and transact using one or more fiat currencies or cryptocurrencies which we may choose to accept from time to time as directed by the e-wallet service provider. Transactions that take place on the Platform are managed and confirmed via the Network and we have no control over it and over the transactions for which we therefore assume no responsibility. The Network is in fact a third party entity with respect to us and we have no control over the provider of the electronic wallet service through which you interact on the Platform. The user is aware that his public address on the Network will be made publicly visible each time he carries out a transaction on the Platform.

## **2. PURCHASE AND CREATION OF COLLECTIBLES - MARKETPLACE**

Purchase and/or creation of Collectibles. The Platform allows you to create, buy, sell, collect and display your Collectibles. Every Collectible is an NFT on the Net.

As further described in the points below, there are several ways to create or purchase items on our Platform. In any case, as already indicated above, before making a purchase on the Platform or operating on the Marketplace, you will be asked to accept these Terms by checking the box "*I have read and accept the Terms of Sportvatar*" in the appropriate box.

In particular, the sales contract is concluded when you agree to purchase Packages or other digital goods (including those offered by other users on the Marketplace), in which case you will receive a summary email of the purchase from the service provider. electronic wallet.

The sales contract is not considered effective in the absence of the above. The language available to the user for the conclusion of the contract is Italian.

It is your responsibility to verify the accuracy of your purchase before making it, but you will be asked to confirm the details before accepting the purchase.

As a consequence of the above, the obligation to pay arises on the user the price expressed in USD, taxes and any additional charges and expenses, as specified from time to time on the

payment page. If these expense items cannot reasonably be calculated in advance, there will be an indication of what expenses will be charged to the user. It remains understood that the Gas Fees, as defined below, are variable, depend on the Network and not on the Platform and are entirely borne by the user (except as may be provided for in the contract between the user and the electronic wallet service provider).

As already clarified, the Platform uses third party tools for payment processing and does not in any way come into contact with the payment data provided. Should these third-party tools deny payment authorization, we will not be able to provide the digital goods available on the Platform and we cannot be held responsible in any way.

(ii) General information on buying and creating Collectibles. Sportvatar is an NFT project characterized by the possibility of creating one's own avatar (i.e. the Collectible), with a strong sporting imprint, through the combination of a very high series of "**Trait**" (physical characteristics) and of "**Sportsbit**" (customizable Add-On accessories).

A Collectible is made up of the following Traits:

1. Body;
2. Clothing;
3. Nose;
4. Mouth;
5. Facial Hair;
6. Hair;
7. Eyes.

We reserve the right to modify and/or supplement the aforementioned list over time.

And Trait, once again "*minted*" a Collectible NFT (i.e. once minted and registered on the Network), cannot be modified and will remain unchanged over time on the Network and on compatible blockchains. Therefore, even if the Platform stops working for any reason, you will be able to use your Collectibles.

Sportbits, on the other hand, can be added, enriched or changed even after the Collectible has been *minted*. They are divided into the following types:

1. Eyeglasses;
2. Has;
3. Accessory (e.g. balls, sports accessories, medals, trophies, etc.);

We reserve the right to modify and/or supplement the aforementioned list over time.

Both Traits and Sportbits will have the following rarities:

1. Common;
2. Epic;
3. Rare;
4. Legendary.

Each Collectible will therefore be "unique", personalized by the user and will have a different rarity depending on the rarity of the Traits and Sportbits assigned.

If a combination of Traits creates a Collectible "*minted*", the same combination will no longer be replicable on the Net and will no longer be able to give rise to an identical Collectible.

However, it is understood that we have no control over the *minting* of NFTs on platforms other than ours nor on blockchains other than the Network and therefore we cannot guarantee that third parties copy or create Collectibles identical to those created or purchased by you on the Platform.

We reserve the right to add features and rights to the Collectibles over time.

(iii) How does it work. It being understood that we do not sell complete Collectables, once the Wallet is configured, the user will have the possibility to:

- a) Create your own Collectible among thousands of different possibilities, burning a "**Sport Flame**". The user can obtain the Sport Flame (i) by purchasing in the "packages" section or

by receiving a package directly from us which contains a Sport Flame (a "**Package**"), or (ii) by purchasing a Sport Flame from another user on the Platform Marketplace, as better clarified in point b) below.

There are different types of Packs available for purchase on the Platform and we reserve the right to change the types, prices and number of Packs available at our discretion (for example, even Sport Flames may have different levels of rarity). Depending on the type of Pack purchased, the user will collect Sport Flame, Trait and/or Sportbit with different levels of rarity. Before purchasing a Package, we may tell you the types of Traits and Sportbits (but not the exact Traits and Sportbits) contained in that Package. If you decide to purchase Collectibles in any way other than as provided by the Platform, you understand that such purchases will be at your sole risk. It is understood that we can integrate and/or modify the content of the Packages also with additional features and rights.

Once the Package has been purchased, the user must go to the "builder" section of the Platform; inside it, you can create and customize your Collectible using Traits of the same rarity (or lower) than the purchased Sport Flame. Once the available traits have been chosen, the user can add one of the Sportbits found in the Package to the character or buy one in the Marketplace. Once editing is complete, the user will be able to "*mintare*" your Collectible by saving it in your electronic wallet on the Net. For clarity, once the Collectible has been coined, the Traits will no longer be modifiable, while the Sportbits can be removed from the Collectible, sold and replaced with others.

b) Buying from, and/or selling to, other users directly on the secondary market of the Platform ("**Marketplace**").

Each user will be able to buy or sell some elements of the Packs and/or the Collectibles he owns within the Marketplace by establishing the price he wishes. In particular, the purchasable/salable elements are:

- The Sport Flame;
- Sportbits sold individually;
- The Complete minted Collectible.

By accepting these Terms, you agree to comply with the following. All transactions on the Marketplace are subject to the following provisions:

a. Trades on the Marketplace take place peer to peer, directly and only between consumer users, in particular between the buyer (the "**Buyer**") and the seller (the "**Salesperson**"). Therefore, Regulation (EU) 2019/1150 is not applicable It is consumer rights arising from European Union consumer protection law do not apply.

The user concludes the purchase contract directly with another user, while the Platform is only the manager who makes the Marketplace available to users, within the limits of the provisions of these Conditions. We are not part of the relationship that will be established exclusively between users and we do not assume any responsibility deriving from the relationships established between the same users.

Consequently, the Marketplace has nothing to do with any issues related to the sale (illegitimate collectable, unsuccessful payment, etc.).

We are not even responsible for the description of the goods offered for sale, because we are third parties with respect to users and to such sales, therefore users are informed that we do not assume any responsibility or guarantee regarding the compliance by the Seller and/or the Buyer with these Conditions. Other than as provided in these Terms, we have no other relationship with the Seller or the Buyer.

It is understood that, at the top of the Marketplace page where users' offers are presented, there are indicated the criteria of the offers that appear on the aforementioned page as a result of your search (filters, "order by", etc.) and that these classification and search parameters do not have greater or lesser importance or relevance than other classification

and search parameters.

b. We do not know or control the information transmitted or stored by users who operate on the Marketplace, connoting himself for a purely passive role. We assume no responsibility towards Marketplace users in relation to damages that may arise from unauthorized access - by third parties - to the Marketplace.

We cannot and do not intend to ensure the surveillance, control, filtering, censorship or any other form of intervention on the contents published by the Seller. The Seller therefore declares and acknowledges that we cannot in any case be held responsible for the contents of the data, information and/or images published by him/her, and declares to guarantee and indemnify us from any liability that may arise as a result of the aforementioned publications. In case of notification by users, third parties or competent authorities, we reserve the right to subject the sales activity carried out by the Seller through the Marketplace to manual or automatic control by blocking the Seller's account and removing those content deemed, in our sole discretion, illegal, inappropriate or otherwise not in compliance with these Terms.

c. The Seller will directly or indirectly pay to us, our affiliate or any entitled third party, the percentage of the gross amounts paid to it by the Buyer as a fee for using the Platform (the "**Usage fee**");

The Usage Fee will be paid directly or indirectly under the same conditions and at the same time as the Buyer pays the Seller.

The Usage Fee, as defined above, amounts to 5% and is in any case highlighted to the user when he makes the sale.

d. Both Seller and Buyer acknowledge and agree that the amounts payable hereunder as a User Usage Fee do not include, and are not intended to cover, any additional fees imposed or required by the Network or any other platforms from which the goods that will be sold on the Marketplace come from.

And. All the other provisions set out in these Conditions apply to the Seller and the Buyer, with the exception of the provisions relating to consumer protection, since the transactions take place C2C (i.e. between consumers).

(iv) Subjectivity of Collectibles. The value of each Collectible is inherently subjective, just as the value of other Collectibles or Traits or Sportbits and any other type of NFT is inherently subjective. Every Collectible has no innate or intrinsic value. Some collectors may prefer a Collectible with one characteristic, while others may prefer an equivalent Collectible with a different characteristic.

(in) Restrictions on Purchases and Transfers. You may not purchase a Collectible if you are a Prohibited Person and may not transfer a Collectible to a Prohibited Person. For "**Prohibited subject**" means any person, as determined by us in our sole and absolute discretion, who:

- a. Fails to exceed your KYC (KnowYourClient) requirements, as set by us from time to time in our sole and absolute discretion; or
- b. Is a US Person as defined in Rule 902 under the United States Securities Act of 1933 or a US Person under Section 7701(a)(30) of the United States Internal Revenue Code; or
- c. Both a member of the British Virgin Islands public; or
- d. Are a citizen or resident of, or located in, or a corporation incorporated or incorporated within, or subject to the laws of, a Prohibited Jurisdiction<sup>1</sup> (whether

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<sup>1</sup> Cuba, Democratic People's Republic of North Korea, Islamic Republic of Iran, Libya, People's Republic of China, South Sudan, Sudan (North), Syria, Crimea, United States of America, any jurisdiction in which the signing of

- you use a virtual private network (VPN) or another *workaround* or technical expedient to carry out such a transaction and avoid detection within a Prohibited Jurisdiction); or
- e. Is an individual, whether or not an employee of or associated with a corporation or other legal entity, or a corporation or other legal entity identified on the U.S. Department of Commerce's Denied Persons or Entities Lists, Nationals Lists Especially United States Department of the Treasury designated or detained persons, on the United States Department of State Denied Parties List, on the Consolidated Sanctions List maintained by the United States Department of the Treasury's Office of Foreign Assets Control, in sanctions lists of the United Nations Security Council or in any other sanctions lists of any other global jurisdiction; or
  - f. Is identified as a terrorist organization in any other relevant list maintained by any governmental authority; or
  - g. Is acting, directly or indirectly, in violation of any applicable law; or
  - h. Is a person who is in any way restricted or restricted or prohibited from (or requires licenses, registrations or approvals of any kind) the purchase, possession, transfer, use or otherwise the conduct of a transaction involving any amount of digital goods under any applicable law; or
  - i. Has been engaged at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti-bribery regulation or has been subject to an investigation or sanction by, or a request for information from, any governmental authority with respect to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any applicable law; or
  - j. Is a politically exposed person ("PEP") as defined by the Financial Action Task Force (or a similar person under any applicable law) as an individual who is or has been entrusted with a significant public function or an immediate family member or close associate of a PEP; or a company, firm, or other legal entity that was formed by, or for the benefit of, a PEP or an immediate family member or close associate of a PEP.

### 3. **PAYMENT, GAS FEES AND TAXES**

(i) Financial Transactions on the Platform. Any payment or financial transaction you make through the Platform will be conducted solely through the Network. We have no control over these payments or transactions, nor do we have the ability to reverse any payment or transaction. We have no liability to you or any third party for any claims or damages that may arise from payments or transactions you make through the Platform, or from any other payments or transactions you make through the Network. We do not we provide refunds for purchases you make on or through the Platform, whether Collectibles, Packs or otherwise.

(ii) Gas Fees. Each transaction on the Network requires the payment of a transaction fee (each, a "Gas Fee"). The Gas Fees finance the computer network that runs the decentralized network (*blockchain*) on which the Network operates. This means that, except as provided by the contract between the user and the provider of the electronic wallet service, the user will have to pay a Gas Fee for each transaction initiated through the Platform. Accordingly, we are not responsible for paying any Gas Fee for any transaction initiated through the Platform. In any case, these are costs necessary for the functioning of the Network and Sportvatar does not receive any compensation with respect to the Gas Fees.

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these Conditions, ownership of Collectibles, or use of the Platform is prohibited by applicable law, or any jurisdiction subject to sanctions or embargoes from the United States, the United Nations, or other applicable countries and jurisdictions.

(iii) Liability for Taxes. You will be solely responsible for paying all sales, use, value-added and other taxes or duties (collectively, the “**Taxes**”) deriving from the purchase and/or sale of Collectibles or other digital assets available on the Platform. The taxation of NFTs is in fact uncertain and, as also indicated in the art. 9 of these Conditions, it is your sole responsibility to determine the Taxes applicable to the transactions you carry out on the Platform.

#### 4. INTELLECTUAL PROPERTY

THE USER UNDERTAKES TO PURCHASE OR OTHERWISE LEGITIMATELY ACQUIRE THE COLLECTIBLE FROM A LEGITIMATE SOURCE AND NOT THROUGH ONE OF THE PROHIBITED ACTIVITIES (AS DEFINED BELOW IN ARTICLE 5 OF THESE TERMS).

For purposes of this Section 4, the following capitalized terms shall have the following meaning:

“**Art**” means any artwork, graphic, illustration, design or drawing (in any form or medium, including, without limitation, video or photography) that may be associated with a Collectible that you own, including Traits and Sportbits. By Art we therefore mean the individual components of the Collectible, while the Collectible created by the user is a new work of exclusive property of the user as created and assembled by the latter in a totally original, independent and autonomous way.

Per “**Owner**” means, in relation to a Collectible, a Collectible that you have lawfully created, purchased or otherwise acquired from a legitimate source (and not through any of the Prohibited Activities as defined below in Article 5 of these Terms), where proof of such purchase is recorded on the Network.

“**Purchased collectible**” means a Collectible owned by you, as created or purchased by other users.

Per “**Third Party Intellectual Property**” means any patent rights of any third party (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other recognized intellectual property right in any country or jurisdiction in the world.

(i) Ownership of the Collectible. Since every Collectible is an NFT on the Network, when you create or purchase a Collectible in accordance with these Terms, you become the owner of the underlying NFT. In particular, in the event that the user is the creator of the Collectible, as assembled according to the exclusive and original will of the user, the Collectible constitutes a new work with respect to the parts that compose it and consequently the user assumes all liability, of any kind, for any use of the Collectible, including liability for any infringement of the Intellectual Property of third parties (by way of example, liability with respect to the aesthetic appearance of the Collectible created) and liability to users who purchase the Collectible on the Marketplace. In the case of prohibited Collectibles, the art. 5 of these Conditions.

Notwithstanding the foregoing, when you create or purchase a Collectible, you grant us a non-exclusive license, free of charge, with no time limit and with the option of free sublicensing, the right to use and reproduce any The graphic representation of the Collectible itself is infinite. This right of use may be exploited by us for advertising, descriptive or illustrative purposes, and may be expressed by any means. The license will apply only to the aesthetic aspect of the Collectible created by the user, while all other rights relating to the use of the Collectible, in its capacity as digital content, will remain exclusively with its creator.

In any case, the use of the content granted by this license will always be carried out in full compliance with these Terms.

The ownership of the Collectible is entirely mediated by the Net.

Accordingly, except as otherwise permitted by these Terms in cases where we determine that the Collectible was not lawfully acquired from a legitimate source (including, without limitation, Prohibited Activities), at no time will we seize, freeze or otherwise modify the availability of a Collectible.

However, as an exception to the above, in the cases referred to in art. 5.1, B), (9) in these Terms (unethical or illegal use), we reserve the right to make any decision we can (except in cases where this proves to be excessively onerous, contrary to the imperative norm technologically impossible or unfeasible), aimed at preventing the unethical or illegal use of the Collectible or of the parts that compose it, including the actions pursuant to art. 5.2 of these Terms.

(ii) The Platform is owned by us. You acknowledge and agree that we (or, as applicable, our licensors) own all legal right, title and interest in and to all other elements of the Platform, and all intellectual property rights therein (including, without limitation, all rights in the Arts, designs, systems, methods, information, computer code, software, services, look and feel, organization, compilation of content, code, data and all other elements of the Platform (collectively, the "**Platform Materials**")). You acknowledge that the Platform Materials are protected by copyright, trade dress, patent and trademark laws, international conventions, other intellectual property and proprietary rights, and applicable laws. All Platform Materials are owned by us or our licensors, and all trademarks, service marks and trade names associated with the Platform or otherwise contained in the Platform Materials are owned by us or our licensors. Your use of the Platform does not grant you ownership or any other rights in any Art, content, code, data or other Platform Materials that you may access on or through the Platform, except for the use of the individual Art that make up the Collectible owned by the user and provided that the Traits and/or Sportbits that make up his Collectible are not used separately and/or disjointed from the Collectible itself and always and in any case in compliance with the provisions of these Conditions (by way of example, in compliance with the conditions of use referred to in Article 5 of these Conditions).

(iii) Additional user statements. For clarity, you understand, agree, and agree:

(a) that the purchase or creation of a Collectible, whether through the Platform or otherwise, does not give you any right or license to the Platform Materials (including, without limitation, our copyrights in the Art associate, where the user exclusively acquires the right to use the Art assembled to compose the Collectible) in addition to those expressly contained in these Conditions;

(b) that you do not have the right to use, reproduce, distribute or otherwise commercialize any element of the Platform Materials (including, without limitation, any Art even if already included in your Collectible) separately from the purchased Collectible, subject to our prior written consent which in any case we can refuse at our sole and absolute discretion; And

c) you will not request, register or otherwise use or attempt to use any of our trademarks or service marks, or any similar confusingly similar marks, anywhere in the world, without our prior consent written that in any case we can refuse at our sole and absolute discretion.

(iv) Restrictions on Use of Purchased Collectible Art. Without our (or, where applicable, our licensors) express written consent, you agree and agree that you may not, or permit any third party to, or attempt to: (a) modify in any way the Article of the purchased collectible, including, without limitation, shapes, designs, attributes or color schemes; (b) use the purchased Collectible Art to advertise, market, or sell any third-party products or services; (c) use the purchased Collectible Art in connection with images, videos or other forms of media that portray hatred, bigotry, violence, cruelty or anything else that could reasonably be deemed to be hate speech or that violates the rights of others; (d) use the purchased Collectible Art in film, video, or any other form of media; (e) sell, distribute for profit (including, without limitation, giving away in the hope of any commercial gain), or otherwise market any merchandise that includes, contains, or consists of Art of the purchased Collectible; (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights on the purchased Art of the Collectible; or (g) otherwise use the purchased Collectible Art for your own or any third party's commercial benefit.

(in) Third Party Intellectual Property. If the Art associated with the purchased Collectible contains Third Party Intellectual Property (for example, intellectual property licensed from a third party), you understand, agree and agree to the following:



- (a) that you have no right to use such Third Party Intellectual Property in any manner other than as incorporated into the Section and subject to the restrictions contained herein;
- (b) that, depending on the nature of the license granted by the third party intellectual property owner, we may need to (and we reserve the right to) pass on additional restrictions on your ability to use the purchased Art of the Collectible; And
- c) to the extent we notify you of such additional restrictions in writing, you will be responsible for complying with all restrictions from the date on which notice is received and failure to comply with such restrictions will be considered a breach of these Terms.

(we) User Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, how we can improve the Platform (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without any additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide license with all necessary rights to incorporate and use your Feedback for any purpose.

## 5. TERMS OF USE AND PROHIBITED ACTIVITIES

YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR OWN CONDUCT WHEN ACCESSING OR USING THE PLATFORM AND ITS CONSEQUENCES. YOU UNDERTAKE AND AGREE TO USE THE PLATFORM ONLY FOR LEGAL, PROPER PURPOSES AND IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE LAWS OR REGULATIONS OR OTHER REGULATIONS THAT MAY APPLY IN CONNECTION WITH THE PLATFORM.

5.1 Guarantees and obligations by the user. Without limiting the foregoing, you warrant and agree not (to cause a third party not to):

A)

- (1) Cause or otherwise effect the posting, uploading, distribution or dissemination of any unlawful, defamatory, harassing, abusive, fraudulent, obscene or otherwise objectionable content;
- (2) distribute viruses, worms, defects, *Trojan horses*, corrupted files, hoaxes, or anything else that is destructive or deceptive in nature;
- (3) upload, post, transmit or otherwise make available through the Platform any content that infringes any party's intellectual property rights, subject to section (8) of Category B Prohibited Activities;
- (4) use the Platform to violate the rights (such as the rights of privacy and publicity) of others;
- (5) engage in, promote or encourage illegal activity (including, without limitation, money laundering);
- (6) interfere with the use of the Platform by other users;
- (7) exploit the Platform for any unauthorized commercial purpose;
- (8) modify, adapt, translate or reverse engineer any part of the Platform;
- (9) remove any copyright, trademark or other proprietary notice contained in or on

the Platform or any part thereof;

(10) reformat or frame any part of the Platform;

(11) display on the Platform any content that contains content related to hatred or violence or that contains any other material, product or service that violates or encourages behavior that violates criminal laws, any other applicable law or the rights of third parties;

(12) use any spider, site search/retrieval application or other device to retrieve or index any portion of the Platform or content posted on the Platform, or to gather information about its users for any unauthorized purpose;

(13) access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services;

(14) commit or attempt to abuse, harass or threaten another user of the Platform or one of our authorized representatives, customer service personnel, chat moderators or volunteers (including, but not limited to including, but not limited to, submitting support tickets with false information, sending excessive emails or support tickets, preventing our employees from doing their jobs, refusing to follow instructions from our employees or public denigration of us by insinuating favoritism from one of our employees or otherwise); or

(15) use abusive, defamatory, ethnically or racially abusive, harassing, harmful, hateful, obscene, abusive, sexually explicit, threatening or vulgar language when communicating with another user of the Platform or with one of our authorized representatives, staff from customer service, chat moderators or volunteers.

(each, a "**Category A prohibited activity**"); and the

B):

(1) create user accounts by automatic means or under false or fraudulent pretexts;

(2) impersonate another person (through the use of an email address or otherwise);

(3) use, employ, operate, or create a computer program to simulate a user's human behavior ("**Bot**");

(4) use, employ or operate Bots or other similar forms of automation to engage in any activity or transaction on the Platform (including, without limitation, purchases of Packs or Collectibles on the Marketplace);

(5) acquiring Collectibles by inappropriate or illegal means (including, but not limited to, using a stolen credit card or payment mechanism that you do not have a right to use, or purchasing a Collectible and attempting to charge back your payment method while retaining ownership or control of the Collectible or selling, gifting or trading the Collectible to someone else); or

(6) engage in the purchase, sale, or facilitation of the purchase and sale of one or more user accounts to other users or third parties for cash or cryptocurrency consideration outside the Platform; or

(7) otherwise effect the seizure or unlawful receipt of any Collectibles or other digital assets.

(8) create or purchase Collectibles that may infringe the rights of third parties (including the Intellectual Property rights of third parties), since we cannot prevent this by virtue of the thousands of possible combinations that we cannot predict. For example, if a user reproduces a Collectible that violates the rights of a famous sportsman, we do not assume responsibility for this, since it is the user who has chosen to create, among thousands of possible combinations, the one that infringes the third party's rights. Such a Collectible is therefore to be considered prohibited under these Terms.

(9) use in any way, directly or indirectly, the purchased Collectible and/or the individual Art that compose it in any unethical or otherwise illegal way (including, without limitation, crimes recognized by the United Nations or the circumstances in which a Collectible is used or displayed as a symbol of hatred, violence or discrimination).

(each, a "**Category B prohibited activity**")

Category A Prohibited Activities and Category B Prohibited Activities are collectively referred to as the "**Prohibited activities**".

5.2 Effects of User Violations. If you engage in any of the Prohibited Activities, we may, in our sole and absolute discretion, without notice or liability to you and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate the user account and/or delete the images and descriptions of the user's Collectibles (or of the individual Art that compose it) from the Platform, within the limits permitted by technology. If we delete your images and descriptions of your Collectibles from the Platform, such deletion will not affect your proprietary rights to any NFTs you already own, but you will not receive a refund of monies paid for those Collectibles.

NOTWITHSTANDING THE FOREGOING, HOWEVER, IF WE REASONABLY BELIEVE THAT YOU ARE INVOLVED IN ANY OF THE PROHIBITED ACTIVITIES OF CATEGORY B, PLUS THE RIGHT TO IMMEDIATELY SUSPEND OR TERMINATE YOUR USER ACCOUNT AND/OR TO DELETE YOUR IMAGES AND DESCRIPTIONS OF THE COLLECTIBLES FROM THE PLATFORM, WE ALSO RESERVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION, WITHOUT NOTICE OR LIABILITY TO YOU, TO TAKE ANY OR ALL OF THE FOLLOWING: (A) AS FAR AS POSSIBLE, CONSIDER NOTHING FROM THE BEGINNING ANY TRANSACTIONS INCURRED THROUGH OR AS A RESULT OF SUCH ACTIVITIES; AND/OR (B) TO THE EXTENT POSSIBLE, IMMEDIATELY BLOCK, AND/OR REVOKE OUR RIGHTS TO, ANY PLATFORM MATERIALS AND/OR ANY COLLECTIBLES (INCLUDING COMPONENT ARTICLES) PURCHASED OR ACQUIRED AS A RESULT OF SUCH ACTIVITIES AND/OR OTHERWISE PROHIBITING THEIR USE.

5.3 Reporting Prohibited Activities. We invite users to notify us of any Prohibited Activities for the purpose of correct use of the Platform and in everyone's interest, by sending a communication to the following e-mail address [info@sportvatar.com](mailto:info@sportvatar.com) with the subject "Reporting Prohibited Activity" and attaching evidence to support the report.

## 6. **DISCLAIMER OF WITHDRAWAL AND TERMINATION**

### (i) Exclusion of user withdrawal. Guarantee of conformity.

Anyway, the user acknowledges and accepts that the Platform provides digital content without material support. Consequently, at the time of purchase, the user is informed that the purchase of a digital good on the Platform will result in the loss of the right of withdrawal pursuant to the Consumer

Code. In particular, the user will be asked to select the box "*I agree to lose the right of withdrawal if I make the transaction*" in the appropriate box.

The user can at any time cancel his account on the Platform and stop accessing and using the Platform. In such case, you will not receive any refunds for any transactions made on or through the Platform, whether for Collectibles, Packs or otherwise.

Pursuant to art. 135-a million of the D.Lgs. 206/2005 ("**Consumer Code**"), we undertake to provide digital content compliant with all the provisions of these Conditions and with what is indicated on the Platform, as well as corresponding to the objective and subjective requirements indicated therein. We also undertake to provide any available updates, including security updates, necessary in order to maintain the compliance of the digital content.

In the event of a lack of conformity which occurs within 2 years of the purchase and provided that the user exercises his rights within 26 months of that date, pursuant to art. 135-octiesdecies of the Consumer Code, the user has the right, where possible and not excessively burdensome, to restore the conformity of the digital content or service within a reasonable period, without expense and without significant inconvenience for the consumer, taking into account the nature of the digital content or the digital service.

Alternatively, the user has the right to a proportional reduction of the price or to the termination of the contract in the cases provided for by the aforementioned art. 135-octiesdecies of the Consumer Code.

If the user intends to take advantage of the remedies provided by the guarantee of conformity provided that the conditions are met, he must send a written communication to the e-mail address [info@sportvatar.com](mailto:info@sportvatar.com) to which we will promptly reply.

It is understood that defects not attributable to us under these Conditions are excluded (by way of example, malfunction of the Network, violation of the Wallet, etc.).

It is also understood that the aforementioned regulation does not apply in the context of transactions between consumers that take place on the Marketplace.

(ii) Resolution by us. In the event of even partial violation of even just one of the Articles 2, 3, 4, 5, 14 of these Conditions, we can terminate these Conditions pursuant to and for the purposes of art. 1456 of the Civil Code, or we can suspend and/or close your accounts for the Platform upon notice to the user.

(iii) Other remedies available. If we terminate these Terms or suspend or terminate your access to or use of the Platform due to a breach of these Terms or suspected fraudulent, abusive, or illegal activity (including, without limitation, but not limited to, if you engage in any Prohibited Activities), this is without prejudice to any other remedies we may have at law or in equity.

(iv) Referral to government authorities. We have the right, without notice, to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authorities, or notifying the injured party of any illegal or unauthorized use of the Platform. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement agency or court order requesting or directing us to disclose the identity or other information of anyone using the Platform.

(in) Effects of Account Cancellation or Termination. If you cancel your account or terminate these Terms, you may no longer have access to information that you have posted on the Platform or that relates to your account, and you acknowledge that we will have no obligation to maintain such information in our databases or to forward such information to you or to any third party. However, it is understood that the Collectibles will continue to exist on the Network as long as the latter is functional. The Articles 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 16 and 17 will survive the termination of the effectiveness of these Conditions for any reason. The cancellation of the account by the user, or the termination on our part, concludes the existing relationship and determines the deactivation of the account and the automatic dissolution of any other relationship consequent to or connected to these Conditions. The user will be charged for any costs relating to the use of the Platform until the account is deactivated.

## 7. WARNINGS AND DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE PLATFORM ARE AT YOUR SOLE RISK AND THAT THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES AND LICENSORS MAKE NO EXPRESS WARRANTIES, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES WITH RESPECT TO THE PLATFORM AND ANY PART THEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE PARTICULAR, NON-INFRINGEMENT, FAIRNESS, ACCURACY, OR RELIANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR PARENT COMPANY, OUR SUBSIDIARIES, AFFILIATES AND OUR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE PLATFORM WILL MEET YOUR REQUIREMENTS ; (II) YOUR ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (III) THE USAGE DATA PROVIDED THROUGH THE PLATFORM WILL BE ACCURATE; (IV) THE PLATFORM OR ANY CONTENT, SERVICES OR FEATURES MADE AVAILABLE ON OR THROUGH THE PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) THAT THE INFORMATION YOU DISCLOSE WHEN USING THE PLATFORM IS SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONSUMER CONTRACTS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU AGREE TO THE SECURITY RISK INHERENT IN YOUR PROVISION OF INFORMATION AND TRANSACTIONS ONLINE OVER THE INTERNET AND YOU AGREE THAT WE HAVE NO LIABILITY FOR ANY BREACH OF SECURITY UNLESS DUE TO OUR GREAT NEGLIGENCE.

WE WILL NOT BE LIABLE FOR ANY LOSSES YOU INCUR AS A RESULT OF YOUR USE OF THE NETWORK OR ELECTRONIC WALLET, INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, OR CLAIMS ARISING FROM: (I) USER ERRORS, SUCH AS FORGOTTEN PASSWORDS OR SMART AGREEMENTS INCORRECTLY INTERPRETED OR PROGRAMMED OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR LOSS OF DATA; (III) DAMAGED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITY BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM, NETWORK OR ANY ELECTRONIC WALLET.

COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP REGISTRATION KEPT IN THE NETWORK. ALL SMART CONTRACTS ARE EXECUTED ON THE DECENTRALIZED REGISTRY WITHIN THE NETWORK. WE HAVE NO CONTROL AND WE MAKE NO WARRANTIES OR PROMISES REGARDING SMART CONTRACTS.

THE USER'S ELECTRONIC WALLET IS IN FACT A SO-CALLED "NON CUSTODIAL WALLET", FOR WHICH ONLY THE USER HAS THE PRIVATE ACCESS KEY AND IS THEREFORE ENTIRELY RESPONSIBLE.

THEREFORE WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAIN OR ANY OTHER NETWORK FEATURE, OR ANY ELECTRONIC WALLET, INCLUDING, BUT NOT LIMITED TO, DELAYS IN REPORTING BY DEVELOPERS OR REPRESENTATIVES (OR THE ABSENCE OF ANY REPORTING) OF ANY PROBLEMS WITH THE BLOCKCHAIN THAT SUPPORTS THE NETWORK, INCLUDING FORKS, NODE TECHNICAL PROBLEMS, OR ANY OTHER PROBLEMS RESULTING IN LOSS OF FUNDS.

**THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OF FINANCIAL PRODUCTS TO THE PUBLIC. WE DO NOT SOLICIT AND DO NOT IN ANY WAY ENCOURAGE THE PURCHASE OF PRODUCTS WITH PROSPECTS OF ANY RETURN OR PROFIT, WE DO NOT PROMOTE GOODS OR SERVICES WITH A FINANCIAL CAUSE.**

**PURSUANT TO THE APPLICABLE LAW, THE NFTS MARKETED ON THE PLATFORM DO NOT FALL WITHIN THE FIELD OF APPLICATION OF THE EUROPEAN "MiCAR" LAW, SINCE THEY ARE**

## UNIQUE AND INFUNGABLE WITH OTHER CRYPTO ASSETS.

### 8. LIMITATIONS OF LIABILITY

EXCEPT LIABILITY FOR MALFUNCTION AND GROSS NEGLIGENCE, YOU UNDERSTAND AND AGREE THAT WE, OUR PARENT COMPANY, OUR SUBSIDIARIES, OUR AFFILIATES AND OUR LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES (WHICH TYPE, EXCEPT FOR PERSONAL INJURY attributable to us) THAT YOU MAY INCUR, HOWEVER CAUSED, ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM, AND UNDER ANY KIND OF LIABILITY, INCLUDING, BUT NOT LIMITED TO INCLUSIVE, LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IMPAIRMENT OR ANY OTHER INTANGIBLE LOSS, WHETHER IN THE IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT OUR AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE PLATFORM, WHETHER FOR LIABILITY, TORT, STRICT LIABILITY, OR ANY OTHER CRIMINAL AND/OR ADMINISTRATIVE LEGAL LIABILITY, IS LIMITED TO THEAMOUNTSACTUALLY AND LAWFULLY PAID BY YOU UNDER THESE TERMS FOR THE PURCHASE OF THE PACKAGES ONLY, NOT ANY USE FEE PAID FOR THE MARKETPLACE.

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM HAS BEEN MADE AVAILABLE TO YOU AND THAT YOU HAVE ENTERED INTO THESE TERMS BASED ON THE REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND EQUITABLE ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN US AND YOU. WITHOUT THESE LIMITATIONS WE WOULD NOT BE ABLE TO PROVIDE THE PLATFORM TO YOU.

### 9. RISK TAKING

(i) Value and Volatility. The prices of collectible blockchain assets are highly volatile and subjective, and collectible blockchain assets have no innate or intrinsic value. Fluctuations in the price of other digital assets could significantly and adversely affect the value of your Collectibles, which may also be subject to significant price volatility. Each Collectible therefore has no innate or intrinsic value. We therefore cannot guarantee that any Collectibles purchased will retain their original value, as the value of Collectibles is inherently subjective and factors occurring outside the Platform ecosystem can significantly affect the value and desirability of a particular Collectible.

(ii) Tax calculations. You are solely responsible for determining any taxes that may apply to transactions relating to the Collectibles and the Collectibles or NFTs themselves. We are not responsible for determining the taxes applicable to your transactions on the Platform.

(iii) Use of Blockchains. The Platform does not store, send or receive Collectibles. This is because the Collectibles exist only by virtue of ownership registration maintained on the Platform's supporting blockchain in the Network. Any transfer of Collectibles occurs within the Network's supporting blockchain and not on the Platform.

(iv) Risks inherent in the use of cryptocurrencies. There are risks associated with the use of Internet-based currency or other computer systems, including, but not limited to, the risk of hardware, software and Internet connections, the risk of introduction of malicious software, and the risk that third parties may gain unauthorized access to the information stored within the e-wallet. You agree and acknowledge that we will not be responsible for any communication failures, interruptions, errors, distortions or delays you may experience while using the Network, however caused.

(in) Regulatory and legal uncertainty. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain and new regulations or policies could significantly and negatively impact the development of the Platform ecosystem and, consequently, the potential usefulness or value of your Collectibles.

(we) Software Risks. Network upgrades, a hard fork of the Network, or a change to the Network's consensus mechanism or ways of confirming transactions on the Network can have unintended adverse effects on all blockchains using the Network's NFT standard, including the ecosystem of the Platform.

## 10. INDEMNITY

You agree to hold harmless and indemnify us and our parent, subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any and all claims, liabilities, losses, damages (whether direct or indirect, actual and consequential) of any kind or nature, suit, judgment, cost of litigation and attorneys' fees arising out of or in any way related to: (i) your violation of these Terms; (ii) improper use of the Platform by the user; or (iii) violation of any applicable law, rule or regulation in connection with your access or use of the Platform. You agree that we shall be in control of the defense or settlement of any such claim.

## 11. EXTERNAL SITES

The Platform may include hypertext links to other websites or resources (collectively, the "**External sites**"), which are provided solely as a convenience to our users. We have no control over External Sites. You acknowledge and agree that we are not responsible for the availability of the External Sites, their products or other materials on or made available on or through the External Sites. Furthermore, you acknowledge and agree that we are not responsible for any loss or damage you suffer as a result of the availability or unavailability of the External Sites, or your reliance on the completeness, accuracy or existence of advertisements, products or other materials featured on, or made available from, any External Site.

## 12. MAJOR FORCE

(i) Force majeure events. We will not be liable to you, nor will we be held in default under these Terms, for any failure or delay in performing or performing any of these Terms, when and to the extent such failure or delay is caused or result from force majeure events ("**Force majeure event(s)**."), for example: (a) flood, fire, earthquake, epidemic, pandemic, including the 2019 novel coronavirus pandemic (COVID-19), tsunami, explosion; (b) war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot or other civil disturbance; (c) government order, law, or action; (d) embargoes or blockades in effect as of the date hereof or thereafter; (e) strikes, work stoppages or layoffs, or other industrial disturbances; (f) lack of adequate or suitable internet connectivity, telecommunications failures or lack of electricity or adequate electricity; and (g) other similar events beyond our control.

(ii) Performance during force majeure events. In the event that a Force Majeure Event occurs, we will use reasonable efforts to promptly notify you of the Force Majeure Event, including where practicable the length of time the event is reasonably expected to continue. We will use reasonable efforts to put an end to the failure or delay and to ensure that the effects of such force majeure event are minimized, undertaking to restore the Platform to operation as soon as reasonably practicable.

## 13. PLATFORM CHANGES

The Platform is constantly innovated to offer the best possible experience. You acknowledge and agree that the form and nature of the Platform, and any part of it, may change from time to time and that we

may add new features and change any part of the Platform at any time.

#### **14. MINORS**

The user declares to be over 18 years old. The Platform is not intended for children under the age of 18. If you are under 18, you may not use the Platform. We do not knowingly collect information or target our content specifically to children under the age of 18. If we learn or have reason to suspect that you are under the age of 18, we will unfortunately be forced to close your account. Other countries may have different minimum age limits and, if you are not of the minimum age to provide consent to data collection in your country, you cannot use the Platform.

#### **15. PRIVACY POLICY**

Our Privacy Policy describes how we collect, use, store and disclose your personal information and is posted on the Platform. You agree to the collection, use, storage and disclosure of your information in accordance with our Privacy Policy.

#### **16. GOVERNING LAW AND JURISDICTION**

These Conditions are governed by Italian law. However, for consumers who do not have their habitual residence in Italy, this provision does not affect the possibility of applying more favorable or mandatory provisions provided for by the law of the country in which they have their habitual residence.

In accordance with current legislation, for any dispute relating to the application, execution and interpretation of these Conditions, the competent court is that of the place where the user resides or has elected domicile. Except as provided immediately above for consumer protection, in any other case the competent court is that of Milan, with the exclusion of any other alternative and/or competing court.

#### **17. MISCELLANEOUS**

(i) Entire agreement. These Terms and our Privacy Policy constitute the entire legal agreement between you and us and will be deemed the final and integrated agreement between you and us, and govern your access to and use of the Platform. and completely supersede any prior or contemporaneous agreements between you and us relating to your access to or use of the Platform, whether oral or written.

(ii) Severability. If any provision of these Conditions should be deemed null, voidable or, more generally, ineffective, this defect will not result in the nullity, voidability or ineffectiveness of the remaining provisions of these Conditions.

(iii) No waiver. Failure or delay in exercising or enforcing any right or provision of these Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. A waiver of any right or provision of these Terms will only be effective if made in writing and signed in our name and on our behalf by a duly authorized representative.

(iv) Alerts. We may provide you with any notices (including, without limitation, those relating to changes to these Terms) through postings on the Platform. By providing us with your e-mail address, you consent to the use of this address for the sending of any notices.

(in) Assignment. You may not assign any of your rights or obligations under these Terms, nor may you assign the Terms, whether by operation of law or otherwise, without our prior written consent. The user hereby consents to the transfer of these Conditions and/or of our rights and obligations pursuant



to these Conditions to third parties, also in the case of corporate events involving the succession of the contract such as, by way of example, the cases of transfer, contribution, usufruct or lease of a company or a branch of a company, merger, demerger.

(we) We may, in our absolute discretion, change, modify, amend, alter or supplement these Terms (each a "**Amendment**") at any time, and upon giving reasonable notice to users on the Platform, to reflect (i) changes in applicable law which may be, or which may otherwise become, applicable to the Platform or the Collectibles or Platform Materials, (ii) any developments that could reasonably have a materially adverse impact on the Platform or the Collectibles or the Platform Materials; or (iii) to protect our reputation or the effective functioning of the Platform and/or the Collectibles or the Platform Materials.

(vii) Notwithstanding the foregoing, your continued use of the Platform and/or Collectibles following any change to the Terms will constitute your consent to such change and acceptance of the changed Terms. If we change, amend, modify, alter or supplement these Terms, we will post on our website the amended version of the Terms that reflects such amendment. The modified Conditions will be effective from the date of publication on our website or from another date indicated in the modified Conditions. If you do not accept the Terms in effect at the time of accessing or using the Platform and/or Collectibles, you must discontinue use of the Platform and Collectibles.

## **18. CONTACTS**

The user can contact us using the link <https://sportvatar.com> or at the following e-mail: [info@sportvatar.com](mailto:info@sportvatar.com)

## **19. ALTERNATIVE DISPUTE RESOLUTION MECHANISM**

(i) Pursuant to art. 141-*sexies* paragraph 3 of the Consumer Code, we inform users that, in the event that one of these users has lodged a complaint against us and the dispute has not been resolved, the user can refer to the "RisoltiOnline" conciliation platform, a independent and institutional service provided by the Arbitration Chamber of the Milan Chamber of Commerce. For further information on the "RisoltiOnline" regulation or to send a conciliation request, the user can consult the website [www.risoltionline.com](http://www.risoltionline.com).

(ii) As an alternative to the provisions of the previous point (i), we inform you of the existence of a European platform for the online resolution of consumer disputes (also called ODR platform). The ODR platform is accessible at the following address: <http://ec.europa.eu/consumers/odr/>. Through the ODR platform, you will be able to consult the list of ADR bodies, find the link to the site of each of them and start an online resolution procedure of the dispute to which it is a part. The Sportvatar email address to be indicated on the ODR platform is [info@sportvatar.com](mailto:info@sportvatar.com).

(iii) Users residing in a member state of the European Union other than Italy may also initiate the European procedure established for small claims for any dispute relating to the application, execution and interpretation of these Conditions by Regulation (EC) no. 861/2007 of the Council of 11 July 2007.

(iv) Users are entitled to bring an action before the ordinary competent judge for any dispute deriving from these Conditions, regardless of the outcome of any out-of-court settlement procedure, and, where the conditions are met, to opt for an out-of-court settlement of disputes, if necessary, according to the methods set out in Part V, Title II-bis of the Consumer Code, entitled "Out-of-court settlement of disputes".