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## About these terms

- a. Platform for Online Commerce and Services (herein referred to as "POLC") is a transactional system, method, platform and application where members who join the platform are digitized in the form of an "iRobot". Each iRobot contains Personal Identifiable Information (PII) of the individual and is the mechanism through which a member is represented and can transact on the POLC platform. The POLC platform provides its members with the opportunity to commercialize and monetise themselves on a digital stock marketplace. Each member can purchase digital certificates in another commercialized or talented individual. By registering on the POLC platform, you have given POLC informed consent to agree and be bound to these Terms and Conditions and any terms and conditions incorporated herein by reference (Collectively referred to as "Terms").
- b. By using our transactional system, methods, platform, application and associated services or any part of it, you are confirming that you understand and agree to be bound by all these terms and the other documents incorporated herein by reference (collectively herein referred to as "Terms").
- c. Our Terms contains a provision for dispute resolution which is arbitration. By using the platform or any part of it, you understand and agree to be bound by the arbitration provision and agree that this will be the only option available to you.
- d. Any purchase or sale you make, accept or facilitate on the POLC platform will be entirely at your own risk. We do not control or endorse purchases or sales on or outside of the POLC platform. We expressly deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, on or outside of the POLC platform.
- e. POLC makes use of digital e-commerce platforms to facilitate transactions, and the user will be liable for any transactional fees required or paid.
- f. By using POLC, you affirm that you are aware that acquiring digital certificates on POLC includes objects of play, as a digital collectible that enables proximity and social interaction, and as a means of supporting a talented individual, as well as for investment or speculative purposes.
- g. You affirm that you are above the legal age as required by the laws of the country in which you are domiciled to enter into these Terms, and you accept and are bound by these Terms. You affirm that if you are using this Platform on behalf of an organization or company, you have the legal authority to bind any such organization or company to these Terms. Should you be below the legal age as required in the country in which you are domiciled you are required to obtain permission and consent from your parent(s) or legally appointed guardian.
- h. We reserve the right to change these Terms (including Privacy Policy, any Supplemental Terms or other documents incorporated herein by reference) from time to time in our sole discretion. Your continued use of our Platform after the publication of such amended terms shall constitute your consent and agreement to the Terms, as amended. You accordingly agree to keep yourself apprised of our prevailing Terms.
- i. If you do not agree and irrevocably consent to these Terms, or are not legally capable of doing so, you may not use this Platform or any part thereof.

## About us

- a. The Platform is made available by Sportbot Europe Limited or any subsidiary company, an exempt limited company duly incorporated in the United Kingdom (referred to "us", "we", "our" or similar expressions) with the following further details:
  - Physical registered address:

Sportbot Europe Ltd's registered address is at our accountants who is based at - Durrants Calleva, 4 Comet House, Calleva Park, Aldermaston, Berkshire, RG7 8JA United Kingdom with Email address: s b i n f o at polcglobal.com. (Spaces are deliberately used in the eMail to prevent bots picking up our support eMail).

## Definitions

In these Terms, the following terms, shall have the meanings assigned below:

- a. "Affiliate" means any entity or person directly or indirectly controlled by us or in control of us or otherwise affiliated or associated with us.
- b. "Agreement" means the agreement embodied in this document and its annexes.
- c. "AML" means Anti-Money Laundering checks are a set of procedures that companies perform to prevent financial crimes such as money laundering, terrorist financing, and other illegal activities. The primary aim of AML checks is to help prevent companies from directly or indirectly getting involved in criminal activity. AML checks are a part of customer due diligence, which is a process of verifying the identity of individuals or entities to prevent money laundering and other financial crimes. Companies are required to comply with AML regulations, which can range from KYC to real-time screening. By accepting these terms and conditions you agree that POLC or Sportbot may perform regular AML checks on you.
- d. "Anti-Corruption Legislation" means the anti-corruption and bribery legislation, regulations and binding codes of practice, including those with extra-territorial effect, applicable to the entering into and performance of these Terms.
- e. "Anti-Money Laundering Legislation" means the anti-money laundering legislation, regulations and binding codes of practice, including those with extra-territorial effect, applicable to the entering into and performance of these Terms.
- f. "Bullies" means individuals who have engaged in harmful behaviour, intimidation, or coercion towards others.
- g. "Business Day" means any day which is not a Saturday, Sunday, or official public holiday in the United Kingdom.
- h. "Company" means Sportbot Europe Limited, or any subsidiary company collectively referred to as the POLC Group of Companies.
- i. "Corruption" means to any offence committed in terms of Anti-Corruption Legislation.
- j. "Confidential Information" means the confidential or proprietary information of POLC and its Affiliates, including:
  - k. the Intellectual Property of POLC and its Affiliates and licensors.
  - l. information that relates to the business of POLC which information is not readily available in the ordinary course of business to a current or potential competitor of POLC or any of its Affiliates.
- m. "Event of Default" means if:
  - your User Account has been suspended more than once;
  - you breach any provision of these Terms or Privacy policy;
  - you breach a material term or warranty set out in these Terms that is not capable of remedy;
  - you fail to prevent an Insolvency Event from occurring; or
  - you repudiate these Terms by acting in a manner that reasonably evidences a general lack of capacity or intent not to comply with these Terms.
- n. "Global User ID" means a temporary or permanent identity to transact on the POLC or subsidiary platforms in order to adhere to data privacy laws. The Global User ID can also take the form of a QR code.
- o. "High Availability" means at POLC it is key for us to ensure that all our systems remain on and available to all our members 24 x 7 x 365. With High Availability comes enormous costs, however we will do our utmost best to keep all systems switched on. For our Beta Release we will not have High Availability systems and infrastructure in place.
- p. "Intellectual Property" means all intellectual property and proprietary rights of POLC pertaining to the Business Concept or otherwise, inclusive of the following:

- all current and future intellectual property and proprietary rights, howsoever arising in any jurisdiction worldwide, whether registered or not, discovered solely or in collaboration with others, irrespective of stage of development, including (without limitation) the following rights and rights similar thereto: patents, industrial designs, design rights, topography rights, registered and unregistered trademarks, service marks, goodwill, copyright, domain names, defensive names, know-how, trade secrets, confidential information, performer's rights and in respect of all of the foregoing, any applications (or entitlement to make application) for the protection or registration of the aforesaid rights and all renewals and extensions thereof throughout the world (to the extent possible);
  - all current and future embodiments of the foregoing rights, physical or otherwise, including (without limitation) inventions, discoveries, analyses, models, topographies, trade names, business names, trade dress, trademarks, logos, emblems, get-ups, works, records, schematics, formulas, test, manuals, documentation, layouts, content, compilations, images, processes, methods, customer lists, supplier lists, business and marketing information, specifications, software, systems, software code(source and object), configurations, information in databases and database schemas; and
  - adaptations, improvements and derivatives of any of the foregoing.
- q. "Insolvency Event" means, in relation to an entity, when that entity becomes insolvent, is unable to pay its debts as they fall due or its normal legal capacity is impaired in any manner (by resolution, court order or otherwise), which shall include sequestration, liquidation (either provisionally or finally), business rescue or any occurrence with analogous effect and shall further specifically include the following:
- the giving of any notice to one or more creditors that the entity cannot pay its debts or any attempt to arrange with any of its creditors for a release from its debts or part thereof;
  - the removal of any of its property with the intent to prejudice creditors or to prefer one creditor above another; and
  - the disposition of any of its property which has or would have the effect of prejudicing its creditors or of preferring one creditor above another.
- r. "KYC" or Know Your Customer means a process that financial companies use to verify the identity of their customers and assess and monitor customer risk. KYC ensures that a customer is who they say they are. The process involves verifying the identity of individuals or entities, their business requirements, and how their specific business operates. As a company, we may perform KYC checks on individuals and business entities to comply with regulations and to prevent financial crimes such as money laundering, terrorist financing, and other illegal activities. By accepting these terms and conditions you agree that POLC or Sportbot may perform regular KYC checks on you;
- s. "Money Laundering" means any offense created in terms of Anti-Money Laundering Legislation;
- t. "Parties" means you and us and "Party" refers to any one of them as the context may indicate;
- u. "Personal Information" means personally identifiable information as defined in Privacy Laws;
- v. "PII" means the abbreviated term for Personal Identifiable Information which is used in Data Privacy Laws globally;
- w. "Platform" means the electronic share trading software created by POLC;
- x. "POLC" means the Platform for Online Commerce or Platform for Online Commerce and Services;
- y. "POLC Module" means any digital marketplace or instance of POLC where POLC members can transact. Sportbot is a module of POLC. "Artistbot", "Foodbot", "Gigabot", "POLC Community Lift Club" are examples of future modules of POLC. All POLC modules are integrated into each other on a global level. Once a member has been accepted on the POLC platform, it may use or transact on one or more POLC modules;
- z. "Privacy Laws" means all applicable privacy legislation that may apply to information processed under or in terms of these Terms such as the GDPR in Europe;
- aa. "Sportbot Company" means a subsidiary company of the POLC Group of Companies;

- bb. Sportbot Marketplace means a POLC digital stock marketplace focused on sport where Sportbot Certificates can be bought or sold;
- cc. "Sportbot Profile" means Personal Identifiable information of a POLC member which consists of images, videos, text, opinions and other data assets or media of a listed POLC member which is published and made available to its shareholders;
- dd. "Sportbot Certificates" means digital certificates related to a commercialized or listed member on the POLC platform;
- ee. "Trust Sponsor" means a registered POLC member or an Associate Company who or which introduces one or more members onto the POLC platform. Provided these members have not already joined the platform, the Trust Sponsor or Associate is permanently linked and bonded to the new member it introduces to POLC. The Trust Sponsor or Associate permanently benefits financially from every transaction this new member performs on POLC.
- ff. "Trust Rating" means the "Trust rating" of a POLC member which is primarily based on the number and type of transactions a POLC member performed on the POLC platform. A Trust Rating is requested after each transaction between two POLC members on the POLC platform to indicate their satisfaction levels with each other. The higher the comparative Trust Rating of a POLC member, the better the experience and trust level of a member's historic transactions, indicating a higher likelihood of successful and satisfactory interactions. All POLC Members start with a default rating of 3.5 from a possible 7.
- gg. "User Account" refers to your personalized and distinctive account, created for exclusive use with the Platform, allowing you to access and utilise its features and services; and
- hh. "VWAP" means Volume Weighted Average Price. Within the Sportbot platform, a rolling Volume-Weighted Average Price (VWAP) is calculated based on the last 10% of Sportbot Certificates sold or when the first 10% Primary Sportbot Certificates have been sold. . This VWAP is used to determine the current market price of an Ambassador's Certificates. In other words, the system looks at the prices of the most recent 10% of Certificate sales and uses that data to calculate a weighted average price, which is then used as the market price for the Ambassador's Certificates.

## Interpretation

- a. Definitions in these Terms shall bear the same meanings in any annexes to these Terms, unless and to the extent that such annexes contain conflicting definitions, in which case the latter will apply in such annexes.
- b. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of these Terms.
- c. Any reference to a statute or other regulatory enactment is to the provisions thereof as at the Signature Date and as amended or re-enacted from time to time.
- d. When any number of days is prescribed in these Terms, it shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the following Business Day.
- e. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- f. The rule of interpretation that a contract shall be interpreted against the Party responsible for the drafting and preparation thereof (the contra proferentem rule) shall not apply.
- g. Unless the context shows otherwise, a clause which includes a specific example, or examples shall not be construed as limiting the meaning of the general wording preceding it (i.e. the application of the eiusdem generis rule of interpretation is excluded).

- h. The termination or expiry of these Terms shall not affect those provisions which expressly provide that they will continue to operate after such termination or expiry, or those provisions which of necessity must continue to have effect after such termination or expiry, even where those clauses do not expressly provide for this.
- i. In the event that any right or remedy is expressly stated to be available to any of the Parties in particular circumstances, such right or remedy shall be available without prejudice to or limitation of any other right or remedy that may be available to that Party in such circumstances, unless the contrary is expressly stated.

## Notices and address for service

- a. Each Party hereby chooses as its address for service and receipt of notices (i.e. domicilia citandi et executandi) for purposes under these Terms, whether in respect of judiciary process or otherwise, that Party's nominated mobile number or email address (hereafter each a "Notice Address"), which in our case shall be details set out in clause 2 and your case the prevailing details as configured in your User Account. Accordingly, in so far as these Terms may prescribe notice periods for the giving of notices, such notice periods shall be complied with upon the giving of notices in compliance with the terms of this clause 5.
- b. Any notice served on a Notice Address shall be deemed to have been delivered on formal acknowledgement thereof.
- c. A delivery or read receipt generated by a sender's email application (not server) shall constitute face value (i.e. prima facie) proof of the message being capable of retrieval by the recipient.
- d. The provisions of this clause do not preclude a serving Party from otherwise proving that a notice was in fact duly received by a receiving Party.

## Use of Platform

- a. We reserve the right to change or improve our Platform from time to time at our sole discretion.
- b. While we do not actively monitor or moderate any posts you make or actions you take on the Platform, we reserve the right to delete or reverse any posts or actions that in our discretion contravene these Terms, or any other privacy or common laws, acts or statutes.
- c. In your use of the Platform, you agree not to, in any manner:
  - engage in any unlawful or illegal activity (including, without limitation, money laundering);
  - disrupt, impair or overburden our network or operations;
  - circumvent, disable or otherwise interfere (or attempt to interfere) with any features or functionality of the Platform or restrictions imposed on you by these Terms;
  - reverse-engineer, decompile or reverse-assemble the Platform;
  - use any other person's User Account, impersonate any other user or log in to POLC with false information; and
  - index, pre-fetch, cache or otherwise store, whether offline or online, any data obtained through the Platform;
  - be involved in the sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene or otherwise objectionable content;
  - be involved in the uploading, posting, transmitting or otherwise making available through the Platform any content that infringes the intellectual property rights of any member of the POLC platform or any related party;
  - interfere with other users' enjoyment of the Platform;
  - exploit the Platform for any unauthorized commercial purpose;
  - be involved in displaying any content of the Platform that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;

- be involved in abusing, harassing or threatening another user of the Platform or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instruction of our employees, or publicly disparaging us by implying favouritism by our employees or otherwise; or
  - be involved in creating user accounts by automated means or under false or fraudulent pretences;
  - be involved in the impersonation of another person whether by e-mail or otherwise;
  - be involved in the using, employing, creating or operating of a computer or self-generated program to simulate human behaviour of a user for any purpose whatsoever (including for the purpose of purchasing and/or selling Digital Certificates);
  - be involved in the acquiring of Digital certificates by illegal means, including but not limited to, purchasing Digital certificates by means of a stolen credit card, or making use of a payment mechanism without the requisite authority to operate such mechanism.
- d. If you engage in any of the activities prohibited in terms of these terms, we may, at our sole 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 your user account. If we delete your account, such deletion will not affect your ownership rights in any Digital certificates that you already own, but you will not receive a refund of any amounts you paid for those Digital certificates. If we reasonably believe that you are engaged in any of the prohibited activities listed herein, we reserve the right to void any transaction that was made because of such activity, and/or immediately confiscate any Digital certificates that were derived as a result of such activities.

## POLC Sportbot Platform Overview

POLC operates as a virtual share index, allowing members with an approved and active User Account on the POLC platform to trade a limited number of virtual digital tokens, referred to as "Digital Certificates." These certificates are associated with their favourite digitized sports stars and can be traded on our virtual marketplace between willing buyers and sellers at the current market price.

### Market Price Determination

The market price of Digital Certificates is determined solely by POLC, primarily based on the rolling Volume Weighted Average Price (VWAP) of the most recent 10% of the total number of Sportbot Certificates sold, as outlined in the definitions section. When a new member is first listed on the platform, their Sportbot Digital Certificate is assigned an initial value of P 1.00, equivalent to or close to 1 x United States Dollar. This initial price serves as the starting point, with potential fluctuations based on market activity. A listed member's initial position on the global ranking list is determined by the speed and duration in which the first 10% of their Sportbot Certificates are sold on the Marketplace, as well as the average trading value of their Secondary Sportbot Certificates.

- When all Primary Sportbot Certificates of an Ambassador are purchased and NO Secondary Sportbot Certificates are placed for trading or be sold, the following calculation applies:

PRIMARY SHARES					
Months	Up to 3 months	3 - 6 Months	6 - 9 Months	9 -12 Months	12+
Factor	2.00	1.75	1.50	1.25	1.00
Tranche 1 \$	P 1.00	P 1.00	P 1.00	P 1.00	P 1.00
Tranche 2 \$	?				



The POLC – Sportbot Platform calculates how long it took an Ambassador to sell their first 10% volume of Certificates. From the table above the **Factor** value is then set as the new VWAP value going forward. However, the Ambassador now gets the benefit of a higher VWAP based on the first 10% volume which have been sold in a shorter trading period.

## Marketplace Transaction Fees

- A **10% fee** is applied to all new digital certificates or “PRIMARY” certificates offered for subscription by any listed member. A substantial portion of this fee is allocated to Trust Sponsors, who receive financial benefits for onboarding new members to the POLC – Sportbot platform. The remaining **90%** of the value from Primary Sportbot Certificate sales goes directly to the player or athlete. Buyers of these certificates can then trade them on the secondary marketplace. The only exception to the 90% payout is when a member has joined Sportbot through an Associate Member. This means an additional % will go to the club and not the athlete. Associates (Listed or Unlisted) who have signed up all their athletes, players or members can benefit from an additional 10% which is used to fund the Club, Coaching Academy or School etc. This means the Associate's Listed Ambassadors will get 80% of the value of Primary Certificates sold if they have signed up under the Associate.
- A **6% fee** is applied to all transactions involving Secondary Sportbot Certificates on the POLC platform. Up to **4%** of this fee is distributed as Referral Fee Commissions to Members, ensuring the platform remains relevant and has the potential for viral growth in the medium to long term. This fee is crucial for the platform's long-term sustainability. The 6% fee is made up as follows:
  - A Buyer of Sportbot Secondary Certificates will pay an additional **3%** of the total value of the transaction value.
  - A Seller of Sportbot Certificates will receive **97%** of the transaction value in POLC Tokens.

## Banking and Switching Fees

Additional fees may be charged to cover the direct costs of payment service providers, banks and foreign currency conversion charges necessary service providers as required by POLC modules. POLC Sportbot do not charge any additional fees and these fees are passed to our Members.

## Repurchase of Secondary Sportbot Certificates by Listed Members

Listed players and athletes are hereby permitted and encouraged to repurchase their own Secondary Sportbot Certificates in circumstances where such Certificates are being offered for sale at a significantly discounted value. This provision is intended to protect the interests of listed members, as the trading of their Certificates at a low value may have a detrimental impact on their rolling Volume-Weighted Average Price (VWAP) market price which is applied after a 10% volume of Certificates have been sold. By allowing listed members to repurchase their own Certificates, we aim to maintain the integrity and value of the Sportbot platform, while also safeguarding the interests of our valued athletes and players.

## POLC Token Value

a. The founders of POLC-Sportbot have chosen the United States Dollar as the initial core underlying currency which is widely regarded as the most powerful currency due to its extensive global trading. Therefore, POLC Token 1.00 = USD 1.00. In future POLC Tokens will be offered in other currencies such as the Swiss Franc, Pound, Euro, Yen etc. which are some of the world's most stable currencies. For the Beta release in South Africa a cost of ZAR 20.00 is charged per POLC Token which is currently slightly more than the United States Dollar.

- **POLC-Tokens Purchases**

The POLC platform will accept the procurement of POLC Tokens by using globally accepted debit cards and credit cards. Where a debit card is not accepted, please use a credit card. Bank accounts will reflect a message "I3 ZONE DEVELOPMENT" and receive an additional eMail message from Sportbot .

- **POLC-Tokens Withdrawals**

Withdrawals can be made anytime into a Members' bank account on record within South Africa. For withdrawals outside of South Africa Sportbot has been integrated into PayPal. For a withdrawal your bank account details need to be provided. Withdrawals can take anything from 24 hours to 72 hours especially on weekends and banking holidays. During the Beta release of the Sportbot product a period of 14 days may be invoked before funds can be withdrawn. This allows Sportbot to improve our security and banking controls for fraudulent debit and credit cards which may be used to buy POLC Tokens.

- **Future Withdrawals**

While we are working hard to integrate with other global Payment Service Providers, Banks and Payment Aggregators we have selected PayFast as the current withdrawal mechanism for Sportbot in South Africa. For our members and Ambassadors outside of South Africa, PayPal has to be used. Sportbot does not charge any fees on withdrawals or deposits and any banking costs are passed through to its members.

- **Ambassador Unsold Certificates**

Sportbot Certificates are issued at no consideration to our Ambassadors who give us consent and permission to list them on our platform and ranking list. The Initial Public Offering (IPO) of these Sportbot Certificates has been set at 1 x USD or ZAR 20.00 which gives it an IPO value. These primary certificates first need to be sold on the Sportbot Global market place before the funds can be withdrawn. Depending on your popularity the value of Sportbot Primary Certificates may increase or decrease in value once the Volume Weighted Price Average sellig price of the last 10% kicks in.

## Protecting Your Account

At Sportbot, we take security seriously! Here's how we keep your account safe:

- **Strong Passwords:** We enforce tough password requirements and encrypt them for added protection.
- **Verified Identities:** We use Our Anti-Money Laundering (AML) and Know-Your-Customer (KYC) processes to ensure legitimate activity on an ongoing basis.
- **Secure Transactions:** We set limits on deposits and withdrawals to prevent fraud and keep your funds safe.

## Deposit and Withdrawal Limits

Upon registering with Sportbot, members are subject to the following initial deposit and withdrawal limits for the Beta release of the software, which are based on their geographical location and trading portfolio:

- Beta Release - Deposits and Withdrawals over all time – USD 1,000.00
- Level 1 - Deposits and Withdrawals over all time – USD 1,000.00
- Level 2 - Deposits and Withdrawals of USD 5,000.00 per month.
- Level 3 – No Limits

For transactions involving higher values on the Sportbot Platform, Sportbot reserves the right to verify and authenticate your domicile and identity. This may include conducting Know Your Client (KYC) and Anti-Money Laundering (AML) checks on the identity documentation you provide.

These verification procedures and transaction limits apply to both individual and monthly transactions within the platform. These limits may be periodically reviewed and adjusted based on the user's trading activity and adherence to Sportbot's policies, and may differ slightly from the limits stated herein.

The minimum deposit and transaction value for any trade on the Sportbot Platform is equivalent to 1 POLC Token, which is currently valued at approximately USD 1.00.

## Individual Account Limits

Individual account limits may vary and are determined by several factors:

- Athletes and Players: Limits for athletes or players are based and adjusted on their trading volumes within the market.
- Associates (Clubs, Schools, Universities, Agents, Coaches, Teams, Media companies and Sponsors): Limits for associates and sponsors are determined by the number of athletes they invest in or fund through the Sportbot platform.

Sportbot reserves the right to adjust these limits in accordance with its ongoing risk assessment and market considerations.

## Consumer Protection legislation

It is our intention to comply with applicable consumer protection laws. This includes all data privacy legislation, including but not limited to GDPR (Europe), POPIA and the like. Sportbot Europe Limited's fund raise has also been registered with the USA Securities Exchange Commission. Sportbot Europe Ltd is **NOT A FINANCIAL SERVICES PROVIDER**.

POLC Tokens need to be purchased in order to trade on the POLC Sportbot Platform as well as other modules which will be launched on the POLC platform as well. These include but are not limited to:

- Artistbot (musicians, actors, camera engineers, make up artists, models, comedians);
- Foodbot (Food lovers, chefs, restaurateurs);
- Gigabot (Artificial Intelligence Job creation module);
- POLC Aviation (Artificial Intelligence Aviation Company for the Charter Market);
- POLC Agritech and many more!

Within the POLC Universe, we strive to establish a secure and reliable platform for community members to engage in transactions. We regard the internet as an Untrusted Universe. Any member found to violate POLC regulations may face permanent expulsion from the POLC platform.

## Account privacy

- a. You agree to keep the login details to your User Account strictly confidential and not to share them with anyone and understand that it is your sole responsibility to do so.
- b. You agree that we may attribute any action performed on the Platform that is authenticated with your User Account to you, irrespective of whether such action was taken by you.
- c. You agree to notify us by email as soon as you become aware of any fact, circumstance or eventuality that may lead to the security of your account or the Platform to be compromised.
- d. You are notified that it is a criminal act to circumvent, disable or otherwise interfere (or attempt to do so) with our security measures and you agree not to do so, either directly or indirectly.

## Data privacy

- a. In order to make available the Platform and to render our associated services, you agree that we must process certain Personal Information and in doing so we rely on your acceptance of and compliance with our Privacy Policy, as well as your compliance with applicable local and international Privacy Laws.
- b. You accordingly hereby undertake, warrant and represent that you will always:
  - comply with the requirements of applicable Privacy Laws and the requirements for the lawful processing of Personal Information to the extent applicable to you or the information that you post on the Privacy Laws; and
  - upon request, promptly provide reasonable evidence of your compliance with applicable Privacy Laws to the extent set out immediately above.
  - give irrevocable consent for the collection and processing of your Personal Information.

## Confidentiality

- a. You undertake to procure the confidentiality of any Confidential Information that you may become privy to and not to disclose or allow the disclosure of any Confidential Information to any third party, unless such disclosure is expressly authorised in terms by us in writing.
- b. When you post information to our Platform, we will be entitled to treat it as non-confidential and shall not owe you or any third party any duty of confidentiality in respect thereof.
- c. You agree that we may disclose any of your information if we are obliged by law to do so, to verify your compliance with these Terms or to enforce any right or remedy we may have.

## Intellectual property

- a. We own and reserve all right, title and interest in and to the Intellectual Property vesting in the Platform and its constituent parts.
- b. You are only authorised to use the Platform in accordance with these Terms and while you maintain a valid User Account. Your permitted use is non-exclusive, non-sublicensable and personal.
- c. You understand, acknowledge and agree that by transacting on the POLC Platform, you authorise and grant the Company the perpetual right to use such Intellectual Property rights as contained therein. You agree that such license shall be royalty free, sublicensable, fully paid-up and transferable. This includes irrevocable consent.
- d. If you post any content to our Platform, you grant us a perpetual, fully paid-up, royalty-free, sublicensable and transferable licence to use and adapt such content for any purpose relating to our Platform, inclusive of the marketing and advertisement thereof.

- e. You understand and agree (a) that your purchase of Digital certificates, whether via the Platform or otherwise, does not give you any rights or licenses in or to the Platform material (including, without limitation, our copyright in and to the associated artistic, literary or cinematographic works) other than those expressly contained in these Terms; (b) that you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute or otherwise commercialize any elements of the POLC Platform without our prior written consent, which we may withhold in our sole and absolute discretion; and (c) that you will not apply for, register or otherwise use or attempt to use any of our trademarks or design patents or any confusingly similar works thereto, anywhere in the world without our prior written consent, which consent we may withhold in our sole and absolute discretion.
- f. You agree to notify us by email as soon as reasonably possible upon becoming aware of any actual or likely infringement of our rights in and to the Platform.
- g. You agree to notify us immediately if you become aware of any possible claim that our Platform or any part thereof may infringe upon the rights of a third party.
- h. All Intellectual Property not expressly granted by us, shall remain reserved to us in full.

## Registration Grade Types

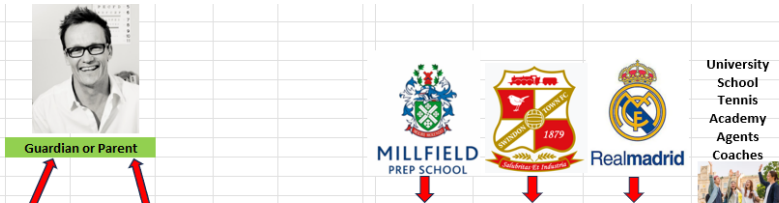

The following registration types exist within Sportbot at a global level. It is critical to select the correct category when registering in order to get the most benefit out of the platform.

- a. **ASSOCIATES (Listed or Unlisted)** – An associate could be any one of the following entities Clubs (e.g. Arsenal, Local Tennis or Fishing Clubs), Universities or Colleges (e.g University of Florida), Academies or Institutes (e.g. Australian Institute of Sport (AIS), Schools, Media Companies (Sky Sports, ESPN), Coaching Schools, Sports Agencies (Caylix Sport a Non Profit Organisation), Teams (Olympic Team of a country) or any other business or non profit organisation engaged in sport.
- b. **PROFESSIONAL (Listed)** - An active or retired professional athlete/player over the age of 18 and wish to be listed on the Sportbot Global Ranking List and be issued with Sportbot Certificates.
- c. **AMATEUR (Listed)** - An Amateur Athlete or Player over the age of 18 but not a Professional (yet) and wish to be listed on the Sportbot Global Ranking List and be issued with Sportbot Certificates.
- d. **JUNIOR ATHLETE (Listed)** – a Junior Athlete who wishes to be listed on the Sportbot Global Ranking List and be issued with Sportbot Certificates with a parent/guardian's consent. The parent or guardian has to register FIRST as a Member.
- e. **MEMBER OR PARENT (Non-Player)** - Any sports enthusiast OR parent or guardian who wants to register on the Sportbot Global App as a Normal Member. They will be issued with their own Global Personalised QR Code which can also be used to invite friends and family to join Sportbot. If you are the Guardian or Parent of a Junior Athlete or Member (minor aged 12 to 18) need to register FIRST before the minor can join. The parent or guardian confirm they have the legal authority to give the minor permission and consent to be listed on the Sportbot Global Ranking List and be issued with Sportbot Certificates.
- f. **MEMBER JUNIOR** – Any **(Non-Playing)** Junior Member under the age of 18 and a sports enthusiast who wants to register on the Sportbot Global App with the parent/guardian's consent. The Junior will also receive their own Global personalised QR Code which can be used to onboard their friends and family.
- g. By registering as a Listed Member on the Sportbot platform and publishing any content, providing information, uploading images, videos, or any other media materials, you hereby grant Sportbot an irrevocable, perpetual, worldwide, royalty-free, exclusive license to use, reproduce, distribute, modify, adapt, display, perform, and create derivative works from such materials in any and all media formats, solely for the purpose of promoting and marketing

you as a Listed Member (including athletes, players, or associates). This includes, without limitation, Sportbot's right to utilize portions of your content to advertise or market your profile on the open market or across third-party social media platforms such as LinkedIn, Facebook, TikTok, Instagram, or X, to enhance visibility, engagement, and commercial opportunities within the Sportbot ecosystem. You waive any moral rights in the content and acknowledge that Sportbot may sublicense these rights to affiliates or partners as needed, while retaining full ownership of your original materials.

## POLC Registration Process and Listed Ambassadors

Whether you're an aspiring athlete, a passionate fan, or an investor, Sportbot offers exciting opportunities to engage with sports talent globally.

Primary Certificates Sold Referral Commissions											
	Grand Parent Commission - If applicable	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
	Referrer / Parent Commission	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
	MEMBER TYPES	LISTED ATHLETES OR PLAYERS			Global			National			UNLISTED
		*Junior	Amateur	Professional	*Junior	Amateur	Professional	Associate	Associate	Associate	Member
	Level 1 (Child) - 1% per tx	✓	✓	✓	✓	✓	✓	10%	10%	10%	✓
	Level 2 (Grand Child) - 0.5% per tx	✓	✓	✓					✓	✓	✓
	Certificates Issued	50K	250K	1M	50K	250K	1M	250K	1M	10M	None
	Fanbase							5,000 or less	<<< Between >>>	50,000+	None
	<small>* Junior Members or Athletes need a parent or their guardian's consent to join Sportbot. The Parent or Guardian has to be an existing Sportbot member and takes full responsibility and accountability for their minor's posts and account.            Disclaimer - Millfield Prep School, Swindon Town FC and Real Madrid FC are not members of Sportbot and their names are used for illustrative purposes only.</small>										

The figure above shows the different grades and the two referral commission levels.

Here's why the registration process is crucial for your Sportbot journey:

- Unlock Exclusive Features: By registering, you gain access to exclusive features tailored to your role:
  - Young Sports Talent:** Aspiring athletes can receive financial support for their development, with transparent controls for responsible spending. Investors and sponsors can track how their funds impact young talent.
  - Active Professional Sports Stars:** Monetize your brand equity and intellectual property by becoming a Sportbot Ambassador. List yourself on the Global Sportbot Exchange and earn a world ranking based on your global popularity.
  - Retired Players and Athletes:** Even after retiring from the field, you can receive lifetime annuity payments through your Sportbot account. Listing yourself on the global Sportbot market ensures ongoing benefits.
  - Associates:** Clubs, Schools, Universities and similar can now be issued with its own Sportbot Certificates to be sold to assist in funding the Company, School, Club, Academy or team. There are two income streams for a listed Sportbot Associate:
    - 10% of the sales value of all Primary Certificates sold of all the Sportbot Ambassadors (Professional, Amateur, Juniors and other Listed Associates) they onboard through its QR Code.
    - More than lifetime earnings to the Associate on all income generated by its QR code.
    - 80% income of its own Sportbot Certificates should it decide to be listed on the Sportbot Global App.
 Associates agree to assist the listed athletes and players to upload their social media content in terms of minimum requirements stated in this document.



- b. **Sportbot Members**, comprising fans, friends, and family, are entitled to support junior and amateur sports talent by purchasing and trading Sportbot Certificates. This platform allows members to track global rankings and access exclusive information, like collecting and trading sports memorabilia in a digital format.
- c. It is essential for family, fans, friends, and followers to understand that purchasing Sportbot - POLC Certificates constitutes a donation intended to assist junior and amateur sports talent in achieving their full potential. POLC Sportbot explicitly disclaims any guarantee or assurance that the value of Sportbot Certificates will appreciate or increase in any way.
- d. Sportbot Certificates: These unique digital assets represent sports talent. Once athletes are listed on the global Sportbot market, their certificates become available for sale. Registering on the POLC Platform is your gateway to owning and trading these certificates.
- e. Accuracy Matters: Accurate information during registration ensures a seamless experience. Whether you're an investor, fan, or athlete, your profile details matter. Trust sponsors and fellow members rely on accurate data to engage with you effectively.
- f. Maximize Your Impact: As a POLC Sportbot member, you are part of a very new and exciting global network. Your actions, whether buying certificates, supporting young talent, or engaging with athletes, contribute to the vibrant Sportbot ecosystem and POLC Global platform.
- g. **Transparency** – POLC Sportbot is able to show a full transactional audit trail of all transactions per member available to each member in their wallet and transactional log.
- h. **Safety** – Unlike other social media platforms, the Sportbot Global does not allow verbal abuse on its platform. Therefore we are creating a safer environment for our athletes and especially ladies athletes. Listed Ambassadors and Associates records and publish content to its Certificate Holders.

## Registration Process

Registration to join the Sportbot Global App as a Member is a one-time process that must be initiated by an invitation from an existing Member. This occurs when a potential Member scans a QR code provided by an existing Member or clicks on a smart link shared by an existing Member. Upon initiation, the potential Member will be guided through the registration steps on the Sportbot platform, which is powered by the Global Platform for Online Commerce and Services (POLC). To ensure security and verify identity, potential Members may be required to enter a verification code sent to their registered mobile device or email address. This step complies with global data privacy laws and supports Know Your Customer (KYC) and Anti-Money Laundering (AML) checks, which are conducted initially and periodically to maintain a trusted, safe, exclusive, and self-regulated ecosystem. Depending on the Member type (as outlined in the platform's structure, including categories such as Listed Athletes or Players at Junior, Amateur, or Professional levels; Listed Associates at Local, Regional, or Global levels; Unlisted Members; Guardians; or Employees), additional requirements may apply. Specifically, Sportbot Associates (encompassing sports clubs, academies, schools, colleges, universities, or media companies at Local, Regional, or Global levels) will be prompted to upload official registration documents during the process to confirm their status as the authorized legal representative. By completing registration, the Member confirms their agreement to these Terms and Conditions, including consent for the use of Personal Identifiable Information for verification purposes, and attests that they have no prior criminal convictions. Upon successful registration, the Member will receive login credentials, including a password, via email to access their account. Registration is irrevocable once completed and grants access to the platform's features, including referral capabilities where applicable (e.g., earning commissions on Primary Certificates sold by referred Associates, as per the referral structure). All Members, including Guardians or Parents onboarding minors, bear full responsibility for their account activity and compliance with platform rules.

Upon successful registration on any POLC module, such as Sportbot, Members are granted **full and automated access** to all other POLC modules and future modules, which will include but not be limited to POLC Health and Wellness, POLC Retail,

POLC Gigabot, POLC Aviation, POLC Lift Club. This integrated access allows seamless navigation and utilization of features across the POLC ecosystem without requiring additional registrations or verifications, subject to the overarching Terms and Conditions and any module-specific guidelines. Members are responsible for reviewing and adhering to the rules of each module they access.

## Taxes and Value Added Tax (VAT)

You are solely responsible for understanding and complying with all laws, rules, regulations, and requirements of the jurisdiction in which you reside that may be applicable to your use of the Sportbot Global App and/or your account, including but not limited to those related to taxes or foreign currency transactions. You are solely responsible for determining whether, and to what extent, any taxes apply to any transactions you conduct through your account, and for withholding, collecting, reporting, and remitting the correct amounts of tax to the appropriate tax authorities. Depending on the applicable laws in your country, taxes such as Value Added Tax (VAT), Goods and Services Tax (GST), or other similar consumption taxes may be charged on fees, commissions, or other amounts payable in connection with your use of the platform (e.g., on Primary Certificates or referral commissions). These taxes will be added to the relevant amounts where required by local regulations and may vary per country. For example, in the United Kingdom, any applicable VAT may be included or added to platform fees in accordance with HM Revenue and Customs (HMRC) requirements. You should consult your own tax advisor regarding your specific tax obligations arising from your activities on the platform.

## Content Requirements for Sportbot Certificate Issuance and Global Ranking

To successfully release your Sportbot Certificates on the Sportbot Platform, all players and athletes must provide the following essential information:

### Biography (Free):

**Content:** Your biography should be comprehensive and up to date, featuring clear images and detailed background information. It must be engaging and relevant, showcasing your current status, achievements, and contributions to your sport.

### What's Trending (POLC Tokens 1.00 required to access and view)

**Content:** This section should highlight at least **TWO recent** posts, relevant, and engaging updates that reflect your progress, milestones, and any significant events in your athletic career. Use this opportunity to encourage Members to purchase your Certificates to gain exclusive access to your FAQ and Video sections within your Sportbot Profile.

### FAQ Section (POLC Tokens 5.00 required to access and view)

**Questions:** Once you have logged into your Sportbot Global App, at the bottom right of the screens you will see an orange button. Click on this button to invoke questions for your particular sport. You are required to provide thoughtful answers to at least **TEN Frequently Asked Questions (FAQs)** provided by Sportbot. These responses should offer valuable insights into your career, goals, and personal experiences in your sport. Try to keep it punchy but interesting.

### Video Section (POLC Tokens 10.00 to access and view):

**Videos:** You must upload a minimum of **THREE videos**. These videos should feature you actively participating in your sport or discussing topics such as your career plans, experiences with Sportbot, or other pertinent information. The content must be unique and exclusive to you.

Upon successful submission of the required content, Sportbot will conduct a quick review to ensure that all criteria are met. Once approved, your Sportbot Certificates will be issued to the marketplace, and your name and profile will show on the



Sportbot Global Ranking List. The quality (AND EXCLUSIVE TO SPORTBOT ONLY) content in your Sportbot profile is EXTREMELY important. Your ranking, which reflects the quality and relevance of your submitted content, will significantly impact your visibility and marketability within the POLC-Sportbot platform. You will notice that your position on the ranking list can immediately change when any Member has bought as little as 1 x POLC Token (1 Certificate) in you.

## Encouragement to hold Junior and Amateur Certificates or to sell at a premium price

We encourage investors in Junior Sportbot Certificates to align themselves with the spirit and purpose of the Sportbot platform, which is to support and uplift junior and amateur sport talent globally. In this regard, we urge Certificate Holders to refrain from selling their Junior Sportbot Certificates at a value lower than their original purchase price. Instead, we encourage you to either retain your Certificates, allowing the junior athletes to continue benefiting from your investment, or sell them at a premium, thereby maximizing the potential for growth and exposure for these talented individuals. By doing so, you will contribute to the discovery and development of junior sport talent, increasing their chances of being noticed by sponsors, agents, and scouts, and achieving their full potential.

## Terms of Use

By using the Sportbot product, POLC, or any other module introduced by POLC or Sportbot, each member agrees to use the product only in the manner intended by its founders. Therefore, the product may not be incorporated into any other product, such as a Non-Fungible Token or any other product or contract that is not directly under the control of Sportbot or POLC.

## Production Support and Updates

Several new modules are scheduled to be launched on the POLC Global platform. These modules will include new products, enhancements, and releases, and will be introduced during planned maintenance windows. During these periods, the platform might become unavailable to members for short periods, but we will aim to reduce these downtimes to an absolute minimum.

## POLC Tokens

- a. POLC Tokens must be bought in order to transact on the POLC Sportbot Marketplace. POLC Tokens are valued at the same price as one United States Dollar. Any banking, aggregator fees, deposit or withdrawal fees will have to be paid by yourself. Sportbot POLC do not charge any deposit or withdrawal fees and pass these costs through to our members. We endeavour to partner with more payment aggregators globally to reduce administration and banking fees.
- b. Several new modules are scheduled to be launched on the POLC Global platform. These include but are not limited to Artistbot, Foodbot, POLC Aviation, Gigabot and many more. Our modules and products will undergo constant enhancements, and releases based on constructive criticism and input from you our valuable Members. POLC Tokens will be required to transact on these modules too and can be applied universally in the POLC Eco-System.

# Compliance with Anti-Corruption Legislation and Anti-Money Laundering Legislation

- a. The Parties (Sportbot Europe Ltd and Members on the POLC platform) record and agree that it is their intention to enter these Terms and to perform in terms hereof in compliance with Anti-Corruption Legislation and Anti-Money Laundering Legislation where required. Accordingly, each Party warrants to the other, as material warranties, that:
- it is and will remain familiar with the requirements of Anti-Corruption Legislation and Anti-Money Laundering Legislation;
  - neither it, nor any of its officers, employees, agents, representatives or affiliates (herein "Related Parties") have committed a Corrupt Act in the entering into of these Terms, nor will they do so in the performance of these Terms;
  - neither it, nor to the best of its knowledge and belief, any of its Related Parties have been found guilty of Corruption or Money Laundering, nor investigated at any time for any possible Corrupt Act or Money Laundering;
  - it has taken and will continue to take reasonable care to prevent Corruption and Money Laundering, both in the entering into and performance of these Terms, including maintaining adequate internal controls and compliance training; and
  - you will notify us immediately of any fact, circumstance or eventuality that may indicate that a Corrupt Act or Money Laundering may have taken place or is likely to take place or if it no longer complies with the provisions of this clause.
- b. The Parties agree to promptly address any allegation of Corruption or Money Laundering and to promptly give each other reasonable assistance and access to information in doing so. A breach of the provisions of this clause 18 shall constitute a material breach of these Terms.
- c. Sportbot Europe Ltd and all associated companies are governed by normal Corporate laws globally and it aligned to all and normal Governance, Risk, Compliance and Security legislation and regulatory compliance such as GDPR in Europe. Through our IT development partner, "I3 ZONE DEVELOPMENT", we are also indirectly members of the Financial Intelligence Centre.
- d. As a startup company we plan to design our product for compliance and takes data privacy very seriously.

## General warranties

You warrant that you are authorized to use the Platform and related services and that:

- you hereby grant POLC irrevocable consent to use your data within the use of these Terms;
- you have the legal capacity to accept and be bound to these Terms;
- the acceptance of these Terms, as amended, constitute a valid and binding agreement between us on its terms; and
- the acceptance of these Terms, as amended, and the performance of its obligations hereunder does not and shall not:
- contravene any applicable law or regulation;
- conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on you.

## Minor children

If the person is younger than the age of majority in the country in which the person is domiciled, the following rules shall apply:

- Registration of a minor on POLC shall be allowed with the explicit permission of the minor's parent(s) or legal guardian. This will include a valid mobile number and an email address;
- The parent(s) or legal guardian will act as surety for the minor for any and all transactions on the POLC platform;
- The parent or guardian warrant that the placing of any information, media or data related to the minor will be suitable and not breach these terms and conditions nor any data privacy laws.
- The parent or legal guardian will ultimately be fully accountable for any and all content placed on the Sportbot platform of their respective minors.
- The parent or legal guardian will be held liable and hereby consents to any transactions performed by the minor.
- POLC Sportbot considers a minor, any individual up to and including the year in which the minor turns 18. A listed minor automatically turns into a Sportbot Amateur in the beginning of the following Calendar year i.e. 1 January.

## Suspension, termination and consequences of fundamental breach

- a. Since POLC members are associated to and legally bonded to each other in terms of lifetime annuity income, benefits or fees, it is not possible to summarily terminate membership.
- b. POLC members who have cancelled their membership can not re-join the POLC platform. POLC members who have cancelled their membership or whom have been suspended will still be bound permanently to the Terms of POLC. This is done to protect its existing members in terms of Intellectual Property, Brand Equity, Digital Assets and Personal Identifiable Information as required by Data Privacy laws.
- c. POLC reserves the right to suspend or terminate your account should you be convicted of any criminal act as described in any law of any country POLC operates in. This suspension or termination can be either a temporary or permanent action. An indefinite suspension implies that the block will remain in effect until manually lifted by POLC itself.
- d. POLC, in its sole discretion, reserves the right to decline membership to any person who has been convicted of a criminal offense or falls within the definition of what we call "Bullies". This includes actions that negatively impact the well-being of our community members. Our stance is clear: any person known to be a bully within our community will not be permitted on the POLC or Sportbot platform - ever. This policy extends to those who have been convicted of criminal offenses as well as individuals who have demonstrated harmful and disrespectful behaviour such as narcissism (Yes you read this right) towards our members. We prioritize creating a safe and respectful environment for all our users. The CEO of each respective company within the POLC group of companies together with the Chief Risk Officer will have the final say in kicking people off the platform or allowing people onto the platform.
- e. Additionally, POLC Global may decline membership on a subjective basis if there is reason to believe beyond reasonable doubt that members are directly related to the person who has been convicted. Our goal is to provide a safe and trusted ecosystem for all our members. Where any member has not followed the Terms and Conditions of POLC Global and its group of companies they may be suspended and banned from the platform forever. A member's account may be suspended, and any funds earned may be used to pay for damages or brand reputation damages.
- f. If your POLC membership has been revoked, terminated or cancelled, POLC reserves the right to retain all digital certificates or other assets of the POLC member.

- g. In the event of death, a POLC Members' assets such as POLC Certificates will be treated in a similar manner to a person who holds shares in a traditional company. The certificates will be managed according to the laws of the country in which the member is domiciled and as per the requirements of the Executor of the Estate.
- h. We reserve the right, in our sole and absolute discretion, to terminate these Terms and suspend or terminate your account on the POLC Platform, with or without prior notice, if we suspect that you have breached or may be in breach of these Terms. We shall not be liable to you or any third party for any such suspension or termination. We may make the re-activation of your User Account pursuant to a suspension conditional on compliance with such conditions as we may deem appropriate in our sole discretion.
- i. In the event of a fundamental breach of these Terms and Conditions, we may, in addition to suspending or terminating your account, revoke all income earned by your Level 1 and Level 2 Members. We may also use such revoked income to:
  - reimburse us for any losses suffered as a result of your actions.
  - purchase Sportbot Certificates from existing Certificate Holders to mitigate any damages incurred; or
  - use these funds to improve the Sportbot product or other POLC modules at the absolute discretion of management.
- j. By using the POLC Platform, you acknowledge and agree to these Terms, including our right to terminate and suspend your account, and to revoke income and purchase Sportbot Certificates as specified herein.
- k. Upon the termination of your User Account or POLC Membership for any reason, you shall forfeit any accrued rights and entitlements (including Digital Certificates) without any claim arising from it against us or any other party. Such termination will not be performed unreasonably.
- l. When a member is permanently suspended, POLC reserves the right to immediately "freeze" withdrawals from the Member's Wallet as well as any and all Referral Commissions earned to be withdrawn. Members holding certificates in a suspended and listed Member may find that these Sportbot Certificates lose or start losing value as the market may start selling these Certificates.
- m. The Suspended Member will lose all referral commissions registered under his or her QR code in addition to all the funds in his or her wallet at the time of Suspension or Termination. POLC reserves the right to buy back Certificates from Members who own Sportbot Certificates in a Suspended or Terminated Member provided the Member has sufficient funds earned from Referral Commissions. Once these Certificates have been repurchased POLC will use these funds to recover losses and future Referral Commissions will be allocated to POLC.

## **Funds and Certificates in the Event of Death or Suspension**

- a. In the event of the death of any member, all funds held in their wallet and any certificates they possess within POLC Sportbot will be transferred to the member's estate. These assets will be treated in the same manner as any traditional estate asset, such as ownership of shares. The process of transfer and management will comply with applicable estate laws and will be handled by the executors or administrators of the estate in accordance with relevant legal procedures.
- b. In cases where a member is permanently banned or suspended from the POLC Sportbot platform due to actions that bring the brand of POLC, any of its modules, or associated entities into disrepute, POLC reserves the right to forfeit the funds in the member's wallet and certificates. Additionally, any future funds generated by members brought onto the platform by the suspended individual may be reallocated by POLC to buy out existing certificate holders. These reallocated funds will be used by POLC at its discretion for the purpose of further improvements and development of the platform as stated in the previous sections.

- c. The executive management team of POLC reserves the exclusive right to make all final decisions regarding the forfeiture of funds and reallocation under this clause. Such decisions will be made at their sole discretion, with due consideration to the circumstances of each case. The executive management's decisions shall be final and binding in this regard.

## **Disclaimer Regarding Members, Ambassador or Associate Suspension or Delisting**

Sportbot operates as a platform facilitating the issuance, ownership, and potential transfer of Primary or Secondary Certificates linked to Listed Ambassadors (e.g., athletes or players) or Listed Associates (e.g., sports clubs, academies, or media entities). However, Members are advised that the value, liquidity, and usability of such Certificates are inherently subject to risks beyond Sportbot's control. In the event that a Listed Ambassador or Associate is suspended by Sportbot (for reasons including, but not limited to, non-compliance with platform rules, regulatory violations, or other disqualifying events) or voluntarily elects to delist from the platform, Sportbot cannot and does not guarantee any form of reimbursement, redemption, or compensation to Members holding Certificates associated with that Ambassador or Associate. Furthermore, Sportbot provides no assurance that such Certificates will remain eligible for sale, transfer, or trading on the Secondary Market (or any other marketplace). Any potential loss in value, inability to liquidate, or forfeiture of associated benefits shall be borne solely by the Certificate holder, and Sportbot shall bear no liability for such outcomes. Members are strongly encouraged to conduct their own due diligence, assess the ongoing status and performance of Linked Ambassadors or Associates, and understand that participation in the platform involves speculative risks. This disclaimer forms an integral part of the Sportbot Terms and Conditions and supersedes any prior representations.

Additionally, if a Member (including any Ambassador, Associate, or other category) is delisted or suspended, Sportbot reserves the right to completely remove access and use of any or all other POLC modules that the Member utilizes, without prior notice or liability.

## **Right to Audit**

- a. We will have the right to audit your compliance with these Terms from time to time.
- b. We may involve a third-party auditor and/or other expert to undertake or assist in the audit.
- c. You agree to give your reasonable co-operation in the exercise of our rights of audit and to provide access to such information as may be reasonably required for this purpose.
- d. Each Party shall be responsible for its own costs in the performance of an audit, however if the audit reveals a material breach of these Terms in our view, then we will be entitled to recover the cost of the audit from you without prejudice to any other right or remedy we may have in terms of these Terms of Conditions.
- e. Parents and Legal Guardians must ensure that evidence (Receipts, invoices and images) of purchases for a Junior Sportbot or listed player or athlete's wallet is kept and be ready to be recorded within the Members document store. Funds may be frozen until sufficient evidence is shown of spending for junior ambassadors in line with the Sportbot business strategy for listed junior and amateur Ambassadors.

## **Disclaimers, limitation of liability and indemnity**

- a. We do not warrant, represent or undertake that the Platform will always be available. Without limiting the foregoing, we reserve the right to perform maintenance on the Platform from time to time during which time perform may be derogated or the Platform may not be available at all.

- b. The Platform is provided as is and on a best effort basis, without any warranty, representation or undertaking whatsoever.
- c. To the maximum extent permissible under applicable law, we disclaim any liability for any cost, claim, damage, loss, expense, penalty or other adverse consequence that you may incur arising from these Terms, the use of the Platform or otherwise. Without limiting the foregoing, we shall not be liable for any direct, indirect, consequential, special or punitive damages, inclusive of loss of profit.
- d. You agree to indemnify us from any cost, claim, damage, loss, expense, penalty or other adverse consequence that may arise from your use of the Platform or noncompliance with these Terms. This includes losses from trading on the Platform.
- e. The provisions of this clause shall apply for the benefit of us and our Affiliates, subsidiaries and parent companies.

## Force majeure

- a. For purposes of these Terms, an "Force Majeure Event" shall mean an event:
  - caused by force majeure, vis major and casus fortuitus or was otherwise beyond a Party's reasonable control in terms of caused by as these and that (for instance war, civil unrest, sabotage, pandemics, disaster and failure of systems at a national level); and
  - could not reasonably have been avoided or overcome;
- b. but shall exclude:
  - obligations to make payments that have become due and payable in terms of these Terms prior to the event took place; or
  - the failure to obtain and maintain any regulatory clearances, approvals, permits and the like necessary for a Party to perform its obligations in terms of these Terms.
- c. Notwithstanding anything to the contrary, neither Party shall be liable to the other for any non-performance insofar as such Party can prove the existence of a Force Majeure Event, which relief shall take effect when the Party claiming such relief notifies the other thereof in writing.
- d. The Party suffering the Force Majeure Event shall take all reasonable steps to mitigate the adverse effects arising from the Force Majeure Event.
- e. If a Force Majeure Event lasts for a period exceeding 90 (ninety) days, we will be entitled to terminate these Terms on notice in writing to you, in which case your Membership may similarly be terminated or suspended.

## Assumption of Risk

- a. The prices of Digital certificates are volatile and subjective and these collectibles have no intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Digital certificates, which may also be subject to significant price volatility. Each Digital certificate has no inherent or intrinsic value. We cannot guarantee that any Digital certificates purchased will retain their original value, as the value of collectibles are inherently subjective and factors occurring outside of the POLC ecosystem may materially impact the value and desirability of any particular Digital certificates.
- b. You are solely responsible for determining what, if any, taxes apply to your related transactions. We are not responsible for determining the taxes that apply to your transactions on the Platform.
- c. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens are uncertain, and new regulations or policies may materially and/or adversely affect the development of the POLC ecosystem, and therefore the potential utility or value of your purchased Digital certificates.

## Dispute resolution

- a. You agree that we will be entitled to make a final and binding ruling in our sole or unfettered discretion on any issue or dispute arising from your contravention of these Terms, including whether your use of the Platform is in contravention of clause 6 of these terms.
- b. Unless the matter has been reserved for our determination, any dispute, controversy or claim arising out of, or in relation to these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the rules as used in any arbitration in South Africa or the United Kingdom alternatively the Rules of the ICC in force on the date on which a written notice of arbitration is submitted in accordance with the aforesaid rules.
- c. The number of arbitrators shall be one.
- d. The seat of the arbitration shall for the time be in South Africa, alternatively in the United Kingdom.
- e. The arbitral proceedings shall be conducted in English.

## General

- a. No assignment. The Recipient shall not be entitled to transfer any right or obligation arising from these Terms (including transfer by way of cession, assignment, delegation, sale, merger, operation of law or otherwise), without the prior written consent of POLC. POLC shall be entitled to transfer these Terms to an Affiliate on written notice to the Recipient.
- b. Applicable law. These Terms shall be governed by and construed and interpreted in accordance with the laws of the United Kingdom. Unless and to the extent expressly agreed otherwise in these Terms, the Parties agree that the UK or South African courts shall have exclusive jurisdiction to hear any disputes that may arise from these Terms.
- c. Independent advice. Each of the Parties acknowledges that it has been free to secure independent legal advice and that it has either taken such independent legal advice or dispensed with the necessity of doing so at its own risk.
- d. Binding on successors-in-title. These Terms shall be binding on and enforceable against any successor-in-title or other legal representatives of the Parties as fully and effectually as if they had signed these Terms in the first instance.
- e. Independent contractors. The Parties agree and acknowledge that the relationship between the Parties is that of independent contractors. These Terms shall accordingly not create a partnership or joint venture, nor constitute any Party as the other's agent, partner, employee or representative.
- f. No representation. No Party shall be entitled to represent the other Party, unless and only to the extent expressly provided otherwise in these Terms.
- g. Third-party rights. Unless expressly otherwise agreed herein, these Terms are not intended to be for the benefit of (and shall not be enforceable by) any person other than the Parties.
- h. Whole agreement. These Terms constitutes the whole agreement between the Parties as to the subject matter hereof and no Party shall be bound by any undertakings, representations, warranties or the like not recorded herein.
- i. Variation. The Company has the right to vary these terms without prior notice to the User.
- j. Relaxation. No failure or delay on the part of any Party to enforce its rights shall in any circumstances be construed as a consent, election, limitation or waiver of rights by such Party.
- k. Severability. Save as otherwise provided for or because of a breach of the terms of these Terms, should any provision of these Terms become unenforceable in any jurisdiction due to invalidity, illegality or unlawfulness, it will not affect the remaining terms.
- l. Authority to sign. The person signing these Terms on behalf of any one of the Parties warrants and represents as a separate, personal obligation that he/she has the authority to do so and that his/her signature was applied using

either an original, handwritten signature or legally compliant and binding electronic signature. The signature of witnesses is not a precondition to the validity of these Terms.

## **Contracting by electronic signature**

- a. If the entering into of these Terms or any transaction or step taken on the Platform requires a handwritten signature in order to be fully valid and binding in terms of applicable law, you agree as a personal and several obligations, then notwithstanding anything to the contrary, you agree to promptly execute a confirmatory copy thereof by way of wet ink signature. The effective date of such confirmatory copy shall be the same as that of the original step. Should you fail to promptly comply with this obligation, you hereby irrevocably and in rem suam (i.e. having a material and vested interest in the matter) authorise us to do so as your duly authorised agent.
- b. On pre-registration and or full registration you will be asked to provide your irrevocable consent to register on the Sportbot or any other module of the POLC Platform. This consent applies to all modules on the POLC Global Platform.



# PRIVACY POLICY

## 1. Introduction

- a. POLC is committed to data protection and the right to data privacy.
- b. When you use our website at [www.sportbotworld.com](http://www.sportbotworld.com) and our app "Sportbot Global" (herein collectively referred to as "Website or App"), we may collect and process certain personal information. This privacy policy, together with our terms and conditions (herein "Terms"), set out the basis on which any personal information that we collect from you, or that you provide to us, will be processed by us.
- c. The terms of this privacy policy may be augmented by specific privacy notices when you take certain actions on our Website.
- d. By using the Website or App, you irrevocably consent to the processing of your personal information in the manner herein set out, to the extent that such consent is legally required by applicable law. If you do not so consent, you may not use the Website.

## 2. Information we may collect from you

- a. We process the following personal information:
  - your name and surname;
  - your eMail address;
  - your mobile number
  - banking details;
  - Club, School, Company registration documents or similar if you are an Associate and
  - any other personal information we require and submitted by you to us.
- b. You may update your personal information through the digital platform provided by POLC.

## 3. Storage of your personal information

- a. We will do our best to protect your personal information and we will use technology that will help us to do this. Our efforts in this regard will comply with the requirements of applicable local and international laws.
- b. You acknowledge and agree however that there are inherent risks to the security of data in the use of Website and services, such as vulnerabilities in the underlying technology. We accordingly do not guarantee that your data cannot ever be compromised and you accept this risk by using the Website.
- c. When you have chosen or been given a password which enables you to access certain parts of our Website, you are responsible for keeping that password confidential. Please do not share your password with anyone.
- d. We will keep your personal information for only a reasonable amount of time, to enable us to use it for the purposes described in this privacy policy and in accordance with applicable law.
- e. We store the minimal amount of private information in order to ensure that our product performs according to our quality standards.

## 4. What we do with your personal information

- a. Your personal information is used to:
  - enable the functionalities of the Website, such as to retrieve your system data from our servers and to display it;
  - perform in terms of any contract between us, enforce any contractual arrangement or for other legal and compliance processes; and
  - to respond to your enquiries and to resolve dispute; and

- to provide account holders with news and updates; and
- to better manage our business and your relationship with you; and
- derive aggregate and/or de-identified information, which is used at our discretion, for instance to improve the Website and for purposes of analysis.

## 5. Cookies

- a. Cookies are small text files transferred by a server to your device and may contain various types of information useful in persisting data, such as login status, preferences and settings. We may use cookies as part of the Website but will never use cookies to track your behaviour outside of the Website.
- b. Depending on your device, you may have the option to block cookies. In that case, the Website may not work or work only with reduced functionality.

## 6. Disclosures

- a. On rare occasions, we may be required to disclose your personal information because of legal or regulatory requirements. In such instances, we reserve the right to disclose your personal information as required to comply with our legal obligations, including complying with court orders, warrants, subpoenas, service-of-process requirements or discovery requests.
- b. We may also disclose information about our users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to enforce our Terms or this privacy policy or respond to legal claims that any content violates the rights of third parties, or to protect our intellectual property rights or our personal safety or the personal safety of our users or the general public.

## 7. Notification of changes

- a. We reserve the right to change this privacy policy from time to time and in our sole discretion.
- b. We will notify you of material changes to this privacy policy by the email address we have on record for you.

## 8. How to contact us

- a. If you have questions about this privacy policy, please contact us:
  - Sportbot Holdings International at 311A Park Lane, Poynton, Stockport, Cheshire, SK12 1RJ, United Kingdom
  - sbi n f o “at” polcglobal.com (Deliberately shown in this manner to prevent bots from retrieving and utilising this address). Please remove the spaces before the “at” in order to contact us.