

# TERMS & CONDITIONS

## PLATFORM FOR ONLINE COMMERCE – POLC

### 1. About these terms

- a. Platform for Online Commerce (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 of the individual and is the mechanism through which a member is represented and can transact on the Global POLC platform. The POLC platform provides its members with the opportunity to monetise themselves on a digital stock exchange. Each member can purchase digital shares in another monetised 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 of 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. By using POLC, you affirm that you are aware that acquiring digital shares 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.
- f. 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.
- g. 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.
- h. 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.

## **2. About us**

The Platform is made available by the POLC Global Company or any subsidiary company, an exempt limited company duly incorporated in Mauritius (referred to "us", "we","our" or similar expressions) with the following further details:

Physical address: ICT Avenue, The Core Building, 3<sup>rd</sup> Floor, Ebene, Mauritius.  
Email address: i n f o @polcglobal.com. (Spaces are deliberately used in the first word).

### **3. Definitions**

In these Terms, the following terms (as capitalised), 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. "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.
- d. "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.
- e. "Business Day" means any day which is not a Saturday, Sunday or official public holiday in South Africa.
- f. "Company" means POLC Holdings International or any subsidiary company.
- g. "Corruption" refers to any offence created in terms of Anti-Corruption Legislation, and "Corrupt Act" shall be construed accordingly.
- h. "Confidential Information" the confidential or proprietary information of POLC and its Affiliates, including:
  - i. the Intellectual Property of POLC and its Affiliates and licensors;

- ii. 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.
- i. "Event of Default" means if you:
  - i. your User Account has been suspended more than once;
  - ii. you breach any provision of these Terms or Privacy policy; or
  - iii. you breach a material term or warranty set out in these Terms that is not capable of remedy; or
  - iv. you fail to prevent an Insolvency Event from occurring; or
  - v. 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.
- j. "Global User ID" means a temporary or permanent identity to transaction on the POLC or subsidiary platforms in order to adhere to data privacy laws.
- k. "Intellectual Property" means all intellectual property and proprietary rights of POLC pertaining to the Business Concept or otherwise, inclusive of the following:
  - i. 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, plant breeders' rights, 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);

- ii. 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, trade marks, 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
- iii. adaptations, improvements and derivatives of any of the foregoing.
- l. "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:
  - i. the giving of any notice to one or more creditors that the entity cannot pay its debts or any attempt to make an arrangement with any of its creditors for a release from its debts or part thereof;
  - ii. the removal of any of its property with the intent to prejudice creditors or to prefer one creditor above another; and
  - iii. 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.
- m. "Money Laundering" refers to any offense created in terms of Anti-Money Laundering Legislation.
- n. "Parties" means you and us and "Party" refers to any one of them as the context may indicate.
- o. "Personal Information" means personally identifiable information as defined in Privacy Laws;
- p. "PII" is an abbreviated term for Personal Identifiable Information;

- q. "Platform" means the electronic share trading software created by POLC;
- r. "POLC" means the Platform for Online Commerce;
- s. "POLC Module" means any digital exchange or instance of POLC where POLC members can transact. Sportbot is a module of POLC. "Artistbot", "Gigabot", "POLC Community Lift Club", "POLC Health", "POLC Aviation", "POLC Retail" are examples of future modules of POLC. All POLC modules are integrated into each other on a global level. A POLC member can transact on one or more POLC modules.
- t. "Privacy Laws" means all applicable privacy legislation that may apply to information processed under or in terms of these Terms;
- u. "Sportbot Company" is a subsidiary company of POLC;
- v. Sportbot Global Stock Exchange is a POLC digital stock exchange focused on sport;
- w. "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 POLC member which is published and made available to its shareholders;
- x. "Sportbot Shares" means digital shares related to a commercialized member on the POLC platform;
- y. "Trust Sponsor" is 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.
- z. "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 can be requested from

all members who form part of any POLC Transaction. The higher the comparative Trust Rating of a POLC member, the higher the derived or perceived assumption or perception can be made that the POLC member can be Trusted for transactions.

- aa. All international players and athletes onboarded will start with a global trust rating of 4 out of 7.
- bb. "User Account" means your unique user account for use with the Platform.

#### **4. 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.

## **5. Notices and address for service**

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 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.

Any notice served on a Notice Address shall be deemed to have been delivered on formal acknowledgement thereof.



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.

The provisions of this clause 5 do not preclude a serving Party from otherwise proving that a notice was in fact duly received by a receiving Party.

## **6. Use of Platform**

We reserve the right to change the Platform from time to time in our sole discretion in order to update or improve functionality.

While we do not actively monitor or moderate any posts you make or actions you take on 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.

In your use of the Platform, you agree not to, in any manner:

- a. engage in any unlawful or illegal activity (including, without limitation, money laundering);
- b. disrupt, impair or overburden our network or operations;
- c. 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;
- d. reverse-engineer, decompile or reverse-assemble the Platform;
- e. use any other person's User Account, impersonate any other user or log in to POLC with false information; and
- f. index, pre-fetch, cache or otherwise store, whether offline or online, any data obtained through the Platform;

- g. be involved in the sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene or otherwise objectionable content;
- h. 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;
- i. interfere with other users' enjoyment of the Platform;
- j. exploit the Platform for any unauthorized commercial purpose;
- k. 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;
- l. 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
- m. be involved in creating user accounts by automated means or under false or fraudulent pretenses;
- n. be involved in the impersonation of another person whether by e-mail or otherwise;
- o. 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 Shares);

- p. be involved in the acquiring of Digital shares by illegal means, including but not limited to, purchasing Digital shares by means of a stolen credit card, or making use of a payment mechanism without the requisite authority to operate such mechanism.

If you engage in any of the activities prohibited in terms of clause 5 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 shares that you already own, but you will not receive a refund of any amounts you paid for those Digital shares. 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 as a result of such activity, and/or immediately confiscate any Digital shares that were derived as a result of such activities.

## **7. Virtual marketplace**

POLC is a virtual share index that allow members with a valid User Account approved and registered on the POLC platform and that remain in good standing to trade a limited number of virtual, digital tokens (called "Digital Shares") related to their favourite digitised sports star, which may be traded on our virtual marketplace between willing buyers and sellers at the prevailing market price per Sportbot Share.

Our prevailing marketplace transaction fees are as follows:

10% fee of all new digital shares offered for subscription of any and all commercialised members.

7% fee of any and all transactions performed on POLC. Up to 4% of the 6% is paid to Trust Sponsors, the sports star or in the form of referral fees.

POLC members are liable for Capital Gains Tax or any other tax payable as required by tax laws in which the POLC member is domiciled.

Additional fees may be recovered to recover the direct cost of payment service providers or other service providers required per POLC module.

## **8. Consumer Protection legislation**

It is our intention to comply with applicable consumer protection laws. This includes all data privacy legislation such as the GDPR and the like.

## **9. Account privacy**

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.

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 actually taken by you.

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 the Platform to be compromised.

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.

## **10. Data privacy**

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.

You accordingly hereby undertake, warrant and represent that you will at all times:

- a. 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
- b. upon request, promptly provide reasonable evidence of your compliance with applicable Privacy Laws to the extent set out immediately above.
- c. Give irrevocable consent for the collection and processing of your Personal Information.

## **11. Confidentiality**

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.

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.

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.

## **12. Intellectual property**

We own and reserve all right, title and interest in and to the Intellectual Property vesting the Platform and its constituent parts.

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.

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.

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.

You understand and agree (a) that your purchase of Digital shares, 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.

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.

You agree to notify us immediately if you become aware of any possible claim that our Platform or any part thereof may infringe up the rights of a third party.

All Intellectual Property not expressly granted by us, shall remain reserved to us in full.

### **13. Compliance with Anti-Corruption Legislation and Anti-Money Laundering Legislation**

The Parties record and agree that it is their intention to enter into these Terms and to perform in terms hereof in compliance with Anti-Corruption Legislation and Anti-Money Laundering Legislation. Accordingly, each Party warrants to the other, as material warranties, that:

- a. it is and will remain familiar with the requirements of Anti-Corruption Legislation and Anti-Money Laundering Legislation;
- b. 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;

- c. 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;
- d. 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
- e. 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 13.

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.

We reserve the right to designate regulatory, policy and best practice frameworks as part of the Anti-Corruption Legislation and Anti-Money Laundering Legislation, in which case it shall apply as between the us for purposes of compliance with the provisions of this clause 13.

A breach of the provisions of this clause 13 shall constitute a material breach of these Terms.

#### **14. General warranties**

You warrant and represent, as material warranties, inducing us to allow you to use the Platform and associated services, that:



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

## **15. Suspension and termination**

Based on the fact that 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.

POLC members whom have cancelled their membership can not re-join the POLC platform. POLC members whom 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.

If your POLC membership has been revoked, terminated or cancelled, POLC reserves the right to retain any and all digital shares or other assets of the POLC member.

In the event of death, a POLC Members' assets such as POLC Shares will be treated in a similar manner to a citizen who holds shares in a traditional company. The shares will be managed according to the estate and the Executor of the Estate.

You agree that we, in our sole discretion and for any or no reason, may terminate these Terms and suspend your account for the POLC Platform without prior notice. You agree that any suspension or termination of your access to the POLC Platform may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination.

We may suspend your account if we suspect that you may be in contravention of the Terms contained herein.

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.

Upon the termination of your User Account or POLC Membership for any reason, you shall forfeit any accrued rights and entitlements (including Digital Shares) without any claim arising from it against us or any other party. Such termination will not be performed unreasonably.

## **16. Right to Audit**

We will have the right to audit your compliance with these Terms from time to time.

We may involve a third-party auditor and/or other expert to undertake or assist in the audit.

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.

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 term of these Terms of otherwise.

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

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.

The Platform is provided as is and on a best effort basis, without any warranty, representation or undertaking whatsoever.

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.

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.

The provisions of this clause 17 shall apply for the benefit of us and our Affiliates, subsidiaries and parent companies.

## 18. Force majeure

For purposes of these Terms, an "Force Majeure Event" shall mean an event:

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;

but shall exclude:

- a. obligations to make payments that have become due and payable in terms of these Terms prior to the event took place; or
- b. 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.

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.

The Party suffering the Force Majeure Event shall take all reasonable steps to mitigate the adverse effects arising from the Force Majeure Event.

If a Force Majeure Event lasts for a period exceeding 90 days, we will be entitled to terminate these Terms on notice in writing to you, in which case your User Account shall similarly be terminated in accordance with clause 18.

## **19. Assumption of Risk**

The prices of Digital shares are extremely volatile, speculative in nature, 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 shares, which may also be subject to significant price volatility. Each Digital Share has no inherent or intrinsic value. We cannot guarantee that any Digital shares 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 shares.

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.

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 shares.

## **20. Dispute resolution**

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 4 of these terms.

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 Mauritius

or a country as agreed between both parties, 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.

The number of arbitrators shall be one.

The seat of the arbitration shall be Mauritius or a country as agreed between both parties.

The arbitral proceedings shall be conducted in English.

## **21. General**

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.

Applicable. law. These Terms shall be governed by and construed and interpreted in accordance with the laws of Mauritius or such place as agreed between both parties. Unless and to the extent expressly agreed otherwise in these Terms, the Parties agree that the Mauritian courts shall have exclusive jurisdiction to hear any disputes that may arise from these Terms.

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.

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

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.

No representation. No Party shall be entitled to represent the other Party, unless and only to the extent expressly provided otherwise in these Terms.

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

Whole agreement. These Terms constitute 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.

Variation. The Company has the right to vary these terms without prior notice to the User.

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.

Severability. Save as otherwise provided for or as a result 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.

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.

## **22. Contracting by electronic signature**

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 obligation, 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.

POLC can in no way form or manner be held accountable for losses incurred where false or inaccurate information has been given by the market or any POLC members.

Credit Card or any other fraud will as far as possible be managed and maintained by POLC using leading practice IT security standards, policies, process and procedures.

POLC can in no way form or manner be held accountable for any breach of any contract whatsoever by a player or athlete which has or are about to sign a commercial contract with any third party such as a club e.g. Liverpool Football



club or a sponsor e.g. Nike or any other third party. POLC is a platform for online commerce promoting the funding of talented players and for these players and athletes to monetise their intellectual property and branding.

POLC reserves the right to suspend any POLC member for any reason as and when there are reasons to believe that an act of fraud, bribery, corruption has been committed. Regardless if such a suspension is justified or not it cannot be held liable for any profits or losses incurred or the opportunity costs or any other event.

### **23. Specific global protection of patents, intellectual property and brand equity of POLC Members, players and athletes**

The use of the POLC Global platform and its services is subject to the following terms and conditions:

**User Conduct:** Users of the POLC Global platform agree to use the platform and its services for lawful purposes only. Users must not use the platform to engage in any activity that violates local, state, national, or international laws, regulations, or policies. Users must not engage in any activity that infringes upon the rights of others, including intellectual property rights.

**Privacy Policy:** POLC Global is committed to protecting the privacy of its users. All personal data collected by POLC Global will be treated in accordance with the POLC Global Data privacy policy. By using the POLC Global platform, users agree to the collection, use, and disclosure of their personal data as described in the privacy policy which is reflected in these terms and conditions.

**Intellectual Property:** The intellectual property rights of POLC Global, including its patents, trademarks, copyrights, and trade secrets, belong to and are licensed to POLC Global and its members. Users must not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, create derivative works from, transfer, or sell any content, products, or services viewed or obtained on the POLC Global platform.

**Limitation of Liability:** POLC Global and its affiliates, officers, directors, employees, and agents will not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of the POLC Global platform or its services. Users agree to indemnify and hold POLC Global harmless from any claims or damages arising from their use of the platform.

**Governing Law:** These terms and conditions will be governed by and construed in accordance with the laws of the jurisdiction in which POLC Global is registered.

**Modification of Terms:** POLC Global may modify these terms and conditions at any time by posting a revised version on the platform. Users are responsible for regularly reviewing the terms and conditions to ensure compliance.

By using the POLC Global platform and its services, users agree to these terms and conditions. Failure to comply with these terms and conditions may result in the termination of a user's account and/or legal action.