

## TERMS AND CONDITIONS

Please review the terms and conditions of the services contained herein carefully. By clicking “I agree” or accessing and/or using any of the services provided by YouBallin SA you have read, understood, and accepted all of the following Terms, as well as all of the terms which are incorporated herein by reference.

### 1. RIGHTS AND OBLIGATIONS

- 1.1. The following terms and conditions (the “**T&C**”) constitute a binding agreement between YouBallin SA (“**YouBallin**” or the “**Company**”) and the person, persons, or entity (“**You**” or “**User**”) using YouBallin’s mobile application (the “**Platform**”) and/or web services at the following address <https://www.youballin.com/> (the “**Website**”) and, in general, accessing any data, information, signals, insights, analysis or other contents or using any services provided by YouBallin (collectively the “**Services**”).
- 1.2. By using the Services, You acknowledge and agree that You have read, understood, and accepted all of the following T&C and agree to be legally bound by these T&C, in their most recent version; You further represent and warrant that: (i) You are of legal age to enter into a binding agreement; and (ii) if You represent a corporation, governmental organization or other legal entity, You have the right, power, and authority to enter into these T&C on behalf of such corporation, governmental organization or other legal entity and to legally bind it to these T&C.
- 1.3. Your use of the Services is expressly contingent upon Your acceptance of these T&C.
- 1.4. YouBallin may amend these T&C at any time. Amendments will be effective 7 (seven) days after the amended terms and conditions have been posted on YouBallin’s website at <https://www.youballin.com/>, except for amendments that relate to new features or made for legal purposes, which will become effective immediately. If You do not agree to such modified terms, You should discontinue Your use of the Services.

### 2. SERVICES

- 2.1. YouBallin offers its Services through the Platform, a decentralized, mobile-first platform built on Solana blockchain, designed to empower fans, talents, legends, and brands in a creator-centric economy. In order to use and access the Services, the User may purchase the \$YBL token (“**Utility Token**”) on the Website, that powers all interactions, transfers, tipping, voting. The Utility Token can be use for accessing the Services on YouBallin’s Platform. You acknowledge and agree that the purchase of the Utility Token on the Website shall be made exclusively through the payment methods authorized and provided by YouBallin. Any other payment methods or means of payment are expressly prohibited and shall not be accepted by YouBallin.
- 2.2. By accessing the Services, You may connect with talents (those that compete in the event on the Platform, hereinafter the “**Talents**”), legends (celebrities with a large follower base, hereinafter the “**Legends**”), and brands (sponsors of the event and of the competitions, hereinafter the “**Brands**”).
- 2.3. Services are structured as follows:
  - Legends select Talents for their team; You can vote on wildcard Talents not selected by a Legend;
  - Fans vote on their favorite Talents on specific events that will be shown on the Platform and You will be able to allocate a specific number of Utility Tokens in favor of Talents; and
  - Rewards in the form of Utility Token are distributed to Talents in case of winning. Such winning will be determined by the number of votes received by the Talents in a competitive event.

- 2.4. By accessing the Platform, You will be able to donate Your Utility Token(s) to Talents or Legends during any event provided by the Company and shown on the Platform. You acknowledge and understand that if you freely transfer the Utility Tokens to Talents or Legends, You will not receive any kind of monetary or non-monetary compensation or advantage for such transfer.
- 2.5. By interacting with the community and the Platform, Users may access free Utility Token rewards. All the instructions for accessing such rewards will be published on the Platform or communicated by the Company.
- 2.6. In addition to the rewards above, You may accumulate reputation points (“**Reputation Points**”) through non-monetary activities, such as completing quests or making referrals. Talents advance to Legend status upon reaching a sufficient number of followers, thereby unlocking promotional incentives determined at the sole discretion of YouBallin. You may redeem Reputation Points to obtain extra advantages or benefits such as backstage passes. Reputation Points shall not be intended as any kind of money, currency therefore the Company cannot exchange them for money or any other form of currency, including crypto-assets, nor should they be intended as a means of payment. The Company reserves the sole and absolute discretion to modify the applicable benefits or advantages that You may obtain by redeeming the Reputation Points at any time. You understand and accept that Reputation Points are only available if You have an active account on the Platform, if You have terminated these T&C or the Company adopted one or more measures to restrict the access to the Platform, Your Reputational Points will be automatically forfeited and You will not be entitled in any case to obtain any kind of refund for such Reputational Points that You have initially received; You will automatically forfeit the Reputational Points if You have breached these T&C or any applicable law and/or acted fraudulently or abusively to the maximum possible interpretation of the applicable law.
- 2.7. By using the Services, You acknowledge and agree that YouBallin does not acts or serves as Your intermediary, agent, or advisor with respect to any action.
- 2.8. Neither the Services nor these T&C include or contain any information or indication that might be considered as a recommendation to purchase the Utility Token.
- 2.9. The Services are experimental and are undergoing continuous development. While the Services can be used in their current state, YouBallin reserves the right to make any changes to the Services, with or without notice to You.

### **3. ACCOUNT REGISTRATION AND DISTRIBUTION OF UTILITY TOKENS**

Upon registration (e.g., via email login), the User acknowledges and consents to the creation of a Solana wallet linked to You for the secure management of the Utility Token. You may access and participate in Platform-hosted events, including browsing or entering competitions, in accordance with these T&C and Platform’s rules. When You donate or allocate the Utility Token, and of such transfer of Utility Token is subject to availability and deduction from Your wallet balance. Users may further engage with the Platform by referring third parties or completing platform-specified quests, thereby becoming eligible for rewards in the form of free distributions of Utility Token; such rewards are subject to the rules determined at the sole discretion of YouBallin. Following the conclusion of each event, Talents or Legends shall be entitled to receive post-event rewards or distributions as set forth by the official rules, with all distributions made through the registered Solana wallet. The Platform reserves the right to modify, suspend, or terminate any features, distributions, or eligibility criteria at its sole discretion and without prior notice.

The Company does not retain any kind of credential related to Your wallet therefore it bears no responsibility for any breach of security or unauthorized access. The Company bears no responsibility for any breach of security or unauthorized access to Your account. In any case, You are advised to keep Your account and wallet credentials secure and confidential as well as do not

share them with anyone else. You are solely responsible for maintaining the confidentiality of Your credentials (such as seed phrase, passwords etc.) and for restricting access to Your account and/or wallet. You are solely responsible for all activities conducted through Your account and/or wallet whether or not You authorize the activity.

#### **4. SERVICE FEES**

- 4.1. To date YouBallin charge 5% of fees each time You carry out a transaction on the Platform (e.g., when You transfer the Utility Token to a Talent). The Company retains the exclusive and fully discretionary right to adjust and/or impose future fees which will be clearly represented to You and visible on the Platform or on the Website. The Company will notify You in advance accordingly. All fees may be debited to You through the means of payment determined by YouBallin.

#### **5. SERVICE LIMITATIONS AND MODIFICATIONS**

- 5.1. YouBallin will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. YouBallin reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, without liability to You, for any interruption, modification, or discontinuation of the Services or any function or feature thereof.

#### **6. KNOWLEDGE REQUIRED**

- 6.1. By using the Services, You represent and warrant that (i) You fully understand and have experience of cryptocurrencies, digital assets, blockchain systems and services, and (ii) You fully understand the risks associated with digital assets as well as the mechanics related to the use of such digital assets (including with respect to their storage and exchange through wallets).
- 6.2. Cryptocurrencies and digital assets are not suitable for people without the relevant knowledge and/or experience. By using the Services, You further represent and guarantee that You are aware of the risks related to cryptocurrencies and digital assets, for which You are solely responsible and liable.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. You acknowledge and agree that all present and future rights in and title to the Services are reserved to and the property of YouBallin and/or its licensors. Subject to Your compliance with these T&C, YouBallin grants You a limited right to access and/or use the Services. The right to access and/or use the Services is a non-exclusive, non-transferable, revocable, limited right and license, and it is subject to the limitations and obligations contained herein. Nothing in these T&C grants You any license (other than as set out in this section), right, title, or ownership of, in, or to any of the Services. Nothing in these T&C gives You the right to make copies of the Services or of any portion thereof.
- 7.2. You acknowledge and agree that YouBallin retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Services, the software and application programming interfaces (“**APIs**”) comprising the Services, and all content therein. You acknowledge and agree that “YouBallin”, its trademark, service mark, logo and graphics are the registered trademarks or trademarks of YouBallin.
- 7.3. You agree to protect the proprietary rights of YouBallin and all others having rights with respect to the Services during and after the term of these T&C and to comply with all reasonable written requests made by YouBallin to protect its and others’ rights with respect to the Services.

- 7.4. The Parties undertake to conduct their activities in accordance with the provisions of these T&C, and with all applicable laws and regulations, each as amended from time to time.

## **8. DATA PROTECTION**

- 8.1. In order to provide You with the Services, You acknowledge and agree that YouBallin may collect, store and process Your personal data. By using the Services, You have read, understood, and accepted to the terms of YouBallin's privacy notice, and You acknowledge and agree that YouBallin may process such personal data in accordance with the terms of its privacy notice.

## **9. TERMINATION**

- 9.1. YouBallin may terminate these T&C or suspend Your access to the Services at any time, in its sole discretion and with or without cause, including, without limitation, in the event of Your actual or alleged misuse of the Services or breach of these T&C.

## **10. LIMITATION OF LIABILITY**

- 10.1. In no event will YouBallin, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of the Services and of the Platform, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not YouBallin was advised of the possibility of such damages.
- 10.2. Without limiting the generality of the foregoing, and to the maximum extent provided by the applicable law, YouBallin takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Services and of the Platform, including, without limitation, to any of the following: (i) shutdown, malfunction, or other technical failure; (ii) data loss; (iii) unavailability, incorrectness, incompleteness, inaccuracy, unreliability, non-updatedness of the Services and of the Platform, or of third party data, information, signals, insights, analysis or other contents, services, or goods that may be linked to the Services and to the Platform; (iv) delays, errors, or interruptions in the transmission or delivery of the Service and of the Platform (v) "phishing" or other website masquerading as the Platform; or (vi) loss of business or goodwill.
- 10.3. YouBallin takes no responsibility for decisions, actions or losses resulting from Your use of the Services and of the Platform. YouBallin does not warrant or make any representations regarding the use or the results of the use of the Services and of the Platform in terms of their correctness, completeness, accuracy, reliability, up-datedness or otherwise.
- 10.4. The Services and the Platform may support or be integrated with third party services or information; YouBallin takes no responsibility for any third party services or information and will not be liable for any loss or damages caused by such third party services or information.
- 10.5. Conversely, services provided by third parties may support or be integrated with the Services and with the Platform; in general, such third parties take no responsibility for the Services and for the Platform and will not be liable for any loss or damages caused by the Services and by the Platform; You expressly agree to release such third parties as well as their directors, officers, employees, contractors, agents, partners, and attorneys from any and all losses and to indemnify and hold them harmless from and against all losses. In such circumstances, YouBallin's liability will be limited according to the provisions of these T&C.
- 10.6. The Services are provided on an "as is" and "as available" basis without any representations or warranties, whether express or implied; YouBallin excludes all conditions, terms, representations

and warranties, to the maximum extent permitted by applicable laws, with respect, in particular, to: (i) any implied warranty of merchantability or fitness for a particular purpose; (ii) any warranty of non-infringement; (i) any information provided; (ii) any results to be derived from the Services and from the Platform; and (v) any warranty regarding correctness, quality, accuracy, reliability, security, performance, completeness, timeliness or continued availability of the Services and of the Platform or any portion thereof. YouBallin cannot guarantee that there will be no errors and/or bugs in the functioning of the Services and of the Platform.

10.7. The Services are provided for information purposes only and are not intended for trading purposes. YouBallin expressly disclaims, to the maximum extent permitted by applicable laws, any liabilities resulting from possible losses, damages or causes of actions which You may incur as a result of Your investment decisions, for which You shall maintain full responsibility.

10.8. Any information in these T&C is given for general information purpose only and YouBallin does not provide with any warranty as to the accuracy and completeness of this information.

## **11. RESTRICTIONS**

11.1. By using the Services, You acknowledge and agree that You shall not use the Services if applicable laws, based on Your country of location, residency and/or citizenship, prohibit You from doing so in accordance with these T&C.

11.2. By using the Services, You acknowledge and agree that You shall not use, or assist third parties to use, the Services in any way which may constitute a breach of applicable laws or which may contradict the purposes or hinder the operations of the Services or hinder the operations of other users of the Services.

11.3. You acknowledge and agree that You shall use the Services solely for Your own private use and not for resale or other transfer to, or use by or for the benefit of, any third party. You agree not to use, transfer, distribute, or dispose of any data or information contained in the Services in any manner that could directly compete with or damage the business of YouBallin.

11.4. YouBallin, through the Services, enables You to share, input, upload, or otherwise make available to YouBallin and its users data, information including insights, trends, signals and other contents which will be treated by YouBallin, in each case, as non-confidential. With regard to such contents, You grant to YouBallin a perpetual, irrevocable, non-exclusive, fully paid, royalty-free, sublicensable and transferable (in whole or in part) worldwide right to use, copy, publish, modify, create derivative works from, and otherwise exploit such contents for any purpose whatsoever.

11.5. By using the Services, You expressly represent and warrant to YouBallin that You will not share, input, upload, or otherwise make available any content through the Services that: (i) is promotional in nature or constitutes junk mail, spam, chain letters, pyramid schemes or the like; (ii) is unlawful, harmful, abusive, defamatory, vulgar, obscene or otherwise objectionable; (iii) You do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information); (iv) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (v) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment.

## **12. INDEMNIFICATION**

- 12.1. To the fullest extent permitted under applicable laws, You agree to hold harmless and indemnify YouBallin, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of (i) Your alleged or actual breach of these T&C, including, without limitation, Your express representations and warranties; (ii) Your alleged or actual use or misuse of the Services; and (ii) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

### **13. TAXES**

- 13.1. You shall be solely responsible for any taxes applying to the payments You make or receive through the Services, and to collect, report, and remit such taxes to the appropriate tax authorities.

### **14. MISCELLANEOUS**

- 14.1. Entire agreement: these T&C constitute all the terms and conditions agreed upon between You and YouBallin and supersede any prior agreements in relation to the subject matter of these T&C, whether written or oral.

- 14.2. Severability and waiver: unless as otherwise stated in these T&C, should any provision of these T&C be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these T&C, and the application of that provision shall be enforced to the extent permitted by applicable laws.

The failure of YouBallin to exercise or enforce any of the rights or provisions of these T&C shall not be considered as a waiver of YouBallin's rights to do so.

- 14.3. Assignment: YouBallin may assign these T&C and/or delegate any of its obligations hereunder, in whole or in part.

- 14.4. No partnership: Nothing contained in this Agreement shall be deemed or construed to create a principal and agent, partnership or joint venture relationship between You and YouBallin.

- 14.5. Force majeure: YouBallin will not be deemed in default of these T&C to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond YouBallin's reasonable control.

- 14.6. Governing law and jurisdiction: These T&C are subject to and governed by Swiss law to the exclusion of Swiss international private law and any international treaties. All disputes arising from or under these T&C shall be subject to the exclusive jurisdiction of the competent courts of Lugano, Switzerland.

- 14.7. Contacts: If You have any questions regarding these T&C, please contact us at [info@youballin.io](mailto:info@youballin.io).