

## **POOOLSE GENERAL TERMS AND CONDITIONS**

These POOOLSE General Terms and Conditions (the “GTC”) govern rights and obligations in connection with the use of services provided by INFINITY VICTORY – FZCO, address: IFZA Business Park, DDP, Dubai, United Arab Emirates license no.: 34852 (the “Services”), offered mainly through the www.pooolse.com website (the “Website”). Please read these GTCs carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

### **1. INTRODUCTORY PROVISIONS**

1.1. These GTC govern your (“you”, “your”, “User” or the “Customer”) rights and obligations in connection with the use of the Services provided by INFINITY VICTORY – FZCO, license no.: 34852, (“we”, “our”, “Pooolse” or the “Provider”).

1.2. By registering on the Application or the Website or, where registration is not required, not later than by your first use of the Services, you are entering into a contract with the Provider, the subject of which is the provision of the Services of your choice. The GTC forms an integral part of such a contract and, by executing the contract with the Provider, you express your agreement to these GTC. Registering to the Client Section or the Web Office is only possible by invitation. You can only be invited by an active User of POOOLSE. Invitation is via referral code.

1.3. The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By registering on the Website, you confirm that you are over 18 years of age. If you are under 18, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services following applicable laws.

1.4. The Provider shall not provide Services to Customer that: (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism. Restricted Jurisdictions means countries determined as such by the Provider and published on the Website. The Provider reserves the right to refuse, restrict, or terminate the provision of any Services to Customer as per Clause 1.4. and such Customer is prohibited from using the Services, which also includes using the Client Section and/or Trading Platform.

1.5. The Services consist of the provision and sales of NFTs, the access to the Client Section and Web Office, and other ancillary services, in particular through the Client Section, Web Office, or by the provision of access to applications provided by the Provider or third parties.

1.6. None of the services provided to you by the provider can be considered investment services in accordance with applicable laws. The provider does not give or provide to you any guidance, instructions, or information about how or in which manner you should perform transactions when purchasing nft, using the services or otherwise, or any other similar information, nor does the provider accept any guidance, instructions, or information from you. None of the services constitute investment advice or recommendations. No employees, staff, or representatives of the provider are authorized to provide investment advice or recommendations. Should any information or statement of any employee, staff, or representative of the provider be interpreted as investment advice or recommendations, the provider

explicitly disclaims that the same is investment advice or recommendations and shall not be responsible for them.

1.7. Your personal data is processed in accordance with the Privacy Policy.

1.8. The meaning of the definitions, expressions, and abbreviations used in these GTCs can be found in clause 18.

## **2. SERVICES AND THEIR ORDER**

2.1. You can order the Services through the Application and the Website by completing the appropriate registration or order form. After registration, you will see, or we will e-mail you the login details for the Client Section and/or Web Office and allow you to access them. You can choose between different verification protocols when registering. By choosing any third-party protocol, you become responsible for using the third-party protocol. Pooolse is in no way responsible for you losing access to your chosen protocol.

2.2. The Services include, among other things, the sale of NFTs, usage of the Client Section, usage of the Web Office, and usage of the Affiliate system.

2.3. All data that you provide to us through the registration or order form, the Client Section, or otherwise must be complete, true, and up to date. You must immediately notify us of any change in your data or update the data in your Client Section. The Customer is responsible for all the provided data being accurate and up to date; the Provider is not obligated to verify the data.

2.4. You acknowledge that if you provide an identification number, tax registration number or other similar information in the registration or order form or in the Client Section, or if you state that you are a legal entity, you will be considered an entrepreneur for the purposes of these GTC and when using the Services, and the provisions of these GTC or the applicable law that grant rights to consumers will not apply to you.

2.5. The fee for the NFTs varies according to the option selected and depends on the amount of the given purchase price, the administration fee, and possibly other configurations. More detailed information on individual options and fees for those options are provided in the Affiliate Agreement and on our Website. The final fee will be determined based on the option you select when completing the form for ordering the chosen NFT. The Provider reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Provider at its own discretion. Individual discounts and other benefits may not be combined unless expressly stipulated otherwise by the Provider.

2.6. The fee is paid for the purchase of the chosen NFT and allows you to access the Client Section and the Web Office. The Customer is not entitled to a refund of the purchase price or the administration fee, for example, if the Customer cancels the Customer's Client Section or requests the cancellation by e-mail, if the Customer terminates the purchase or the use of the Services prematurely (for example, fails to complete the registration or the verification), fails to meet the conditions of the GTC, or violates these GTC. The purchase transaction is finished, once the NFT is paid for and is available for minting. It is up to the User to decide, whether the NFT is left in the Users Client Section or Web Office, or the NFT is minted to the Users Wallet. None of the bonuses available to Users on the website are part of the purchase of the NFT. The bonuses are discretionary bonuses, available at POOOLSE discretion as per the Affiliate Agreement. Bonuses can be modified, erased or new bonuses can be introduced by POOOLSE at any time, without any prior notice.

2.7. If the Customer lodges an unjustifiable complaint regarding the paid purchase fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Customer any services and refuse any future provision of any services.

2.8. Your choice of the NFT option that you select is NOT optional for exchange. If you are buying a new NFT, the restrictions specified in clause 2.8 will still apply.

2.9. The Provider reserves the right to unilaterally change the fees and parameters of the NFTs and the Services at any time. The change does not affect the NFTs, or the Services purchased before the change is notified.

2.10. Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The order of the Services of your choice is made by submitting the order form. The Provider will immediately confirm the receipt of your order to your e-mail address. The contract is concluded in English. We archive the contract in electronic form and do not allow access to it.

2.11. You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g., software for the use of Computers or Phones), at your own risk and expense. The Application and the Website are accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Provider does not charge any additional fees for the internet connection.

2.12. You acknowledge that there are third-party operators involved in the operation and the management of the platforms. Persons, and entities different from the Provider and that their own terms and conditions and privacy policies will apply when you use their services and products. Before sending an order form, you are obligated to read those terms and conditions and privacy policies.

2.13. If the Customer places an unusually large number of orders for NFTs or Services within an unreasonably short period of time, the Provider may notify the Customer through the Client Section as a protective precaution to mitigate potentially harmful behavior of the Customer. If such unreasonable behavior continues after such notice, we reserve the right to suspend any further orders of NFTs or Services by the Customer. If we identify that the unusual behavior as per this paragraph relates to the Customer's involvement in Forbidden Practices, we may take respective actions as perceived in Section 5 of this GTC. The Provider reserves the right to determine, at its own discretion, the nature of the behavior described above and reasonable boundaries for such determination.

#### 2.14 Third Party Ads

2.14.1 The Service may contain links to third-party websites or resources, as well as advertisements for third-party products or services (collectively, "Third Party Ads"). Such Third-Party Ads are not under POOOLSE control, and POOOLSE is not liable for any Third-Party Ads. POOOLSE only provides these Third-Party Ads as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations about them. Third-party advertisements and other information may not be entirely accurate.

2.14.2 You accept sole responsibility for and bear all risk associated with, your use of any such websites or resources. When you link to a third-party site, the terms and policies of the applicable service provider, including privacy and data collection practices, take precedence. Before proceeding with any transaction with a third party, you should conduct whatever investigation you believe is necessary or

appropriate. Your dealings with Third Party Ads found on or through the POOOLSE Website, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

2.14.3 You hereby release us, our officers, employees, agents, and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, property damage, and financial damage that is either directly or indirectly related to or arises from any interactions with or conduct of any Third-Party Ads.

## 2.15 Automatic renewal

Please note: the services include options that automatically renew. To avoid being charged you must affirmatively cancel your renewal option before purchase or at least 24 hours before the end of the initial or the current subscription plan. Deleting the app does not cancel your auto-renewal or subscriptions. We also aim to provide information about our renewal options and policies at or near the point of purchase. Please review these policies prior to making purchases. You may wish to make a print screen of this information for your reference.

## 2.16 NFT Purchase contract

You acknowledge, that there is no separate Sales and Purchase agreement for the NFTs offered on the [www.poooolse.com](http://www.poooolse.com) website, or in the POOOLSE Application. The acceptance of the present GTC is acknowledged, as the contract between the parties. The conditions for the sales and purchase defined in this GTC are acknowledged for the conditions of the transaction.

## 2.17 Illegal Funds and Unlawful Activities

You declare that the source of funds used by you for a deposit on the Sites is not illegal and that you will not use the Services in any way as a virtual assets transfer system. You will not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you (in particular, the laws of BVI). If the Company has a reasonable suspicion that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of the User Agreement, your access to the Services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, the Company is under no obligation to refund you any funds that may be in your account. In addition to terminating your access to the Services and/or blocking your account, the Company reserves the right to prevent you from accessing any of the Company's other websites or servers or accessing any other services offered by the Company. In the interests of fair play on our Sites, it is prohibited to utilize any recognized techniques to circumvent the standard settings in our service. If the service on your account indicates that you are using such techniques, we shall immediately block the account and retain any funds in said account.

## 3. PAYMENT TERMS

3.1. The amounts of fees for the NFTs are in USDC, or any other Altcoin or Bitcoin as offered on the website. The fee can also be paid in other currencies that are listed on the Application and the Website. If you select any other currency than the USDC, the amount of the fee for the selected option of the NFT shall be converted by our rates and it will automatically display your payment total in your chosen currency, so you know how much you are paying before you confirm the order. The Customer acknowledges that if the payment is made in a currency other than the one the Customer has chosen on the

Website, the amount will be converted according to the current exchange rates valid at the time of payment.

3.2. Service charges are inclusive of all taxes. If the Customer is an entrepreneur, he/she is obliged to fulfill all his/her tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, he/she is obliged to pay tax or other fees properly.

3.3. You can pay the fee for the selected NFT by a payment card or via Crypto deposit, using other means of payment that the Provider currently offers on the Application or the Website.

3.4. In the event of payment by a payment card or via crypto deposit, the payment shall be made immediately fee is considered paid when its full amount is credited to the Provider's account. If you do not pay the amount on time, the Provider is entitled to cancel your order. The customer bears all fees charged to the Customer by the selected payment service provider (according to the valid pricelist of the payment service provider) in connection with the transaction and the Customer is obliged to ensure that the respective fee for the selected NFT is paid in full.

3.5 The Company acknowledges that there may be technical or administrative reasons that occasionally result in delayed payments to users for their earnings accrued on the website.

Therefore, the Company agrees to a grace period of ten (10) working days from the date when payment to the user is due. During this grace period, the Company is required to transfer the user's earnings without incurring any additional charges or penalties. In cases of prolonged non-payment by the Company, the user reserves the right to initiate debt collection procedures, which may include legal actions. The Company communicates promptly with the user in case of any financial difficulties, disputes, or technical/administrative reasons that may have caused a delay in transferring earnings during the grace period.

### 3.6 Integration of Solana Pay

As of 22 May 2025, the Provider has integrated Solana Pay as a supported payment method within the POOLSE ecosystem. From this date forward, all service-related transactions may be processed via Solana Pay, subject to the availability and proper functionality of the Solana network.

Users who opt to pay using Solana Pay acknowledge and accept the terms and conditions associated with this payment infrastructure, including but not limited to network fees, transaction finality, and potential delays or disruptions caused by blockchain congestion or instability.

The Provider does not accept any liability for failed, delayed, or erroneous transactions arising from the use of Solana Pay, nor for any loss, cost, or damage resulting from technical, security, or operational issues of the Solana blockchain or any associated third-party infrastructure.

## 4. CLIENT SECTION AND WEB OFFICE

4.1. Only one Client Section and WWE Office is permitted per Customer and all of the Customer's Services must be maintained in the Client Section.

4.2. The total number of NFTs per one Client Section may be limited depending on the availability of NFTs or on the basis of other parameters.

4.3. Access to the Client Section and Web Office is protected by login data, which the Customer may not make available or share with any third party. The Customer is responsible for all activities that are performed through the Customer's Client Section and Web Office. The Provider bears no responsibility, and the Customer is not entitled to any compensation, for any misuse of the Client Section, Web Office, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Customer, if such misuse occurs for any reasons on the part of the Customer.

4.4. The Customer acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Provider bears no responsibility, and the Customer is not entitled to any compensation, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that the Customer uploads, transfers, or saves through the Client Section or Trading Platform.

4.5. The Customer may at any time request the cancellation of the Client Section or Web Office by sending an e-mail to support@poooolse.com. Sending a request for the cancellation of the Client Section or Web Office is considered a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Section and Web Office. The Provider will immediately confirm the receipt of the request to the Customer by e-mail, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.

## **5. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT**

5.1. The Application, the Website and all Services, including the Client Section and Web Office, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content form the Website and the Services (collectively as the “**Content**”), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.

5.2. All trademarks, logos, trade names, and other designations are the property of the Provider or Provider's licensors, and the Provider does not grant you any authorization to use them.

5.3. Both the Customer and the Provider undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The Customer and the Provider will resolve any possible disagreements or disputes between them in accordance with these GTCs and the applicable law.

5.4. Except for the rights expressly set out in these GTCs, the Provider does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content as set out in these GTCs.

5.5. When accessing the Services and other Content, the following is prohibited:

5.5.1. to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services.

5.5.2. to circumvent geographical restrictions of availability or any other technical restrictions.

5.5.3. to make copies or back-ups of the Website and other Content.

5.5.4. to reverse-engineer, decompile, disassemble, or otherwise modify the Website and other Content.

5.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast, or use the Services or other Content otherwise than as permitted.

5.5.6. to use automated means to view, display, or collect information available through the Website or Services; and

5.5.7. to use any other tools or means the use of which could cause any damage to the Provider.

5.6. The provisions of clause 8 are not intended to deprive the Customer of the Customer's consumer rights which cannot be excluded by law.

## **6. DISCLAIMER**

6.1. You acknowledge that the services and other content are provided "as is" with all their errors, defects, and shortcomings, and that their use is at your sole responsibility and risk. To the maximum extent permitted by the mandatory laws, the provider disclaims any statutory, contractual, express, and implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose, or noninfringement of any rights.

6.2. To the extent permitted by the mandatory provisions of the applicable laws, the provider is not responsible for any harm, including any indirect, incidental, special, punitive or consequential damages, including lost money, lost crypto, loss of data, personal or other non-monetary harm or property damage caused as a result of use of the services or reliance on any tool, functionality, information or any other content available in connection with the use of the services or elsewhere on the website. The provider is not responsible for any products, services, applications or other third-party content that the customer uses in connection with the services. In case the provider's liability is inferred in connection with the operation of the website or provision of the services by a court of justice or any other competent authority, this liability shall be limited to the amount corresponding to the fee paid by the customer for the services in connection with which the customer has incurred the loss.

6.3. The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

6.4. The Provider is not responsible for its failure to provide the purchased NFT, Services if that failure occurs due to serious technical or operational reasons beyond the Provider's control or by third-party providers, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people or other *force majeure* events, and/or if the Provider is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.

6.5. The provisions of Clause 6 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

## **7. VIOLATION OF THE GTC**

7.1. If the customer violates any provision of these gtc in a manner that may cause any harm to the provider, in particular, if the customer accesses the services in conflict with clause 1.3 or 1.4, if the customer provides incomplete, untrue or non-updated information in conflict with clause 2.3, if the

customer acts in a manner that may damage the provider's good reputation, if the customer violates the rules pursuant to the clauses of the gtc, if the customer acts in conflict with clauses of the gtc, and/or if the customer performs any of the activities referred to in clause 5.5, the provider may prevent the customer from ordering any other services and completely or partially restrict the customer's access to all or only some services, including access to the client section and web office, without any prior notice and without any compensation.

## **8. COMMUNICATION**

8.1. You acknowledge that all communication from the Provider or its partners in connection with the provision of Services will take place in ENGLISH language through the Client Section, the Web Office or your e-mail address, which you register with us. Written electronic communication by e-mail or through the Client Section and Web Office is also considered to be written communication.

8.2. Our contact e-mail address is [support@pooolse.com](mailto:support@pooolse.com).

## **9. RIGHT TO WITHDRAW FROM A CONTRACT**

9.1. If you are a consumer, you have the right to withdraw from a contract without giving a reason within 14 days of its execution (see clause 2.10 for details on the time of execution of the agreement). Please note that if you start your purchase before the expiry of the specified time limit, you lose your right to withdraw from the contract.

9.2. Your withdrawal from the contract must be sent to our e-mail address [support@pooolse.com](mailto:support@pooolse.com) within the specified time limit. We will confirm the receipt of the form to you in text form without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them.

9.3. The Provider is entitled to immediately withdraw from the Contract in the case of any breach by the Customer.

## **10. DEFECTIVE PERFORMANCES**

10.1. If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our e-mail address or at our address listed in clause 9.2. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

10.2. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an e-mail to our e-mail address [support@pooolse.com](mailto:support@pooolse.com).

## **11. USE OF INFORMATION, DATA MANAGEMENT**

11.1. The data controller is INFINITY VICTORY – FZCO, address: IFZA Business Park, DDP, Dubai, United Arab Emirates, license no.: 34852. Your data will be processed in the manner and under the



conditions set out in our Privacy Policy. The Privacy Policy is available at any time at the Privacy Policy link. Please read our Privacy Policy before you register yourself! You acknowledge and accept all our rules and policies with the use of the website and application. If you do not agree with our rules and policies, you must not use our website and application.

11.2. Certain data and IP addresses of users' computers visiting the Website or the Application are logged for the purpose of recording users' visits. These data are used for statistical purposes only and are not combined with other data. Some of our services place a unique identifier, known as a cookie, on our users' computers for the purposes of record-keeping, identifying the user and facilitating future visits. Users can set their Internet access browser to notify them when a service provider wishes to place a cookie on their computer and can opt out of receiving cookies at any time.

11.2.1. Cookies are text files that are either temporarily stored in the computer's memory ("sit-cookies") or stored on the hard drive ("persistent-cookies"). Cookies are not used to develop programs or to distribute viruses. On the contrary, the main purpose of cookies is to provide you with special offers tailored to You and to make your use of the service as time-saving as possible.

11.2.2. We also use cookies when a user accesses our services through an external advertising platform.

11.2.3. We use persistent cookies to track clicks and to automatically distinguish if the user has already participated in such a survey or has seen an information or advertising measure posted on the website - so that they do not reappear on the next visit to the site.

11.2.4 Advertisements of 'Pooorse' are also displayed by external service providers. These external service providers may use cookies to store the user's previous visits to INFINITY VICTORY – FZCO websites and display more relevant advertisements to the user. You can disable cookies from external service providers at any time.

11.3. Your data (Username, Country of origin, E-mail address, password) is collected by filling in the registration form. Before submitting your registration data, you have the opportunity to identify and correct any data entry errors. Your registration offer will be confirmed and the activation code will be sent to your e-mail address, so please enter your real e-mail address.

11.4. Contracts are filed electronically and can be retrieved during the term of the contracts. Your data will be stored on our own dedicated server winch drives installed in the server room of DigitalOcean, Inc. Cloud Service (101 Avenue of the Americas 10th Floor New York, NY 10013 United States). The internal access is practically impossible and data is protected against external attacks by a highly sophisticated firewall. You should be aware, however, that even with the most careful measures, the state of the art in the transmission and transmission of data over the Internet cannot fully protect data from unauthorized access (e.g. hackers), and we cannot be held responsible for any such access.

## **12. TECHNICAL PROTECTION MEASURES**

12.1. Legal basis for data processing: Article 6(1)(a) of the GDPR, namely the Data Subject's voluntary consent.

12.2. Data Subjects: persons using the Services.

12.3 Scope of data processed: the unique identifier of the Data Subject's mobile phone, the type of hardware, the version number of the mobile operating system, the name of the mobile phone, the name and email address of the Data Subject (in case of Facebook or Google connection or if the Data Subject

provides it when using the Services), his/her picture (if provided in the user account created in connection with the Services, or if the Data Controller has access to it in the course of a Facebook or Google connection), the Data Subject's location (based on IP address), the list of Facebook friends using the Services, the list of Google contacts (if the Data Subject requests to retrieve them in the course of using the Services). The Data Controller also uses a unique identifier (ID) to identify the Data Subject in connection with the use of the application.

12.4 Purpose of data processing: statistical data analysis, the performance of the Service, monitoring of the functioning of the Service, improvement of the user experience, personalization of the Service, delivery of the appropriate version of the 'POOOLSE' application (bundle ID 'com.poooolse.app') to the Data Subject depending on his/her location, prevention of abuse.

12.5 Duration of processing: until the Data Subject sends the Controller a request for erasure. The Data Controller shall delete the data from its system within 5 working days of receipt of the request, in the case of registered users immediately after deletion of the user account.

12.6 Data encryption: Data will be encrypted in accordance with Apple AppStore and Google Play standards.

### **13. CHANGES TO THE GTC**

13.1. The Provider reserves the right to change these GTCs at any time with immediate effect for new customers and new orders of the Services placed by existing Customers. The Provider will notify existing Customers of the change to the GTC via the Client Section, Web Office, or by e-mail. The sale of NFTs is provided pursuant to the version of the GTC which was valid and effective at the time at which the relevant NFT was ordered.

The Provider reserves the right to modify, amend, or update the General Terms and Conditions of this Agreement at any time, at its sole discretion, **without prior notice** to users. It is your responsibility to regularly review these terms for any changes. Your continued use of our services following any modifications constitutes your acceptance of the updated terms. By accepting this Agreement, you acknowledge and agree that The Provider shall not be liable to you or any third party for any modifications, amendments, or updates to the General Terms and Conditions, including any consequences that may arise from such changes.

In the event of a comprehensive investigation or wallet lock by Cryptocurrency exchange services such as Binance, OKX, Kukoin, etc., INFINITY VICTORY - FZCO cannot be held responsible for the resultant consequences. We rely on Binance's services, and factors beyond our control, such as regulatory actions, may affect wallet accessibility and the ability to process deposits and withdrawals. While we will provide support and assistance, we have no direct control over these situations. We understand that the security and accessibility of your funds are of utmost importance. During such circumstances, we will work diligently to provide support and guidance to affected users, and we will cooperate with Cryptocurrency exchange services to seek a resolution.

It is crucial to emphasize that INFINITY VICTORY – FZCO has no direct control over the operations of Cryptocurrency exchange services or the decisions made by regulatory authorities. Therefore, we cannot be held accountable for any disruptions or losses resulting from actions taken by Cryptocurrency exchange services or external regulatory bodies. The Provider is not responsible if the user enters the wrong ID number when making a withdrawal.

In the event of changes in the legal environment, please note that these General Terms and Conditions (GTC) remain valid and binding. Our commitment to providing services under evolving legal circumstances remains unwavering. Your continued use of our services signifies your acceptance of these GTC, regardless of any legal changes that may occur.

#### **14. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT**

14.1. It is our objective that our customers are satisfied with our services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address or at our address listed in clause 9.2.

#### **15. HANDLING OF INACTIVE USER ACCOUNTS AND RELATED ASSETS**

15.1. The Service Provider reserves the right to classify a user account as inactive if the user has not logged in for more than 12 consecutive calendar months, and has not responded to three successive, verifiably delivered notices sent by the Service Provider.

15.2. In the case of an inactive account, the Service Provider is entitled to permanently close the user account, deactivate all associated functions, and terminate the handling of all digital assets linked to the account, including but not limited to tokens, NFTs, or any other digital balances.

15.3. If the user fails to provide a clear instruction regarding the handling of their assets by the final deadline specified in the notifications, the Service Provider is entitled to transfer the assets to a technical inactive wallet, which does not qualify as a deposit, does not form part of any active user portfolio, and whose future availability is not guaranteed.

15.4. The user acknowledges that following account closure and technical asset isolation, the Service Provider bears no responsibility for the future accessibility, preservation of value, conversion, or any potential loss in market value of such assets.

15.5. The Service Provider is under no obligation to maintain, update, or provide renewed access to any technical wallet associated with a closed account. Any later inquiries from the user regarding such accounts may be reviewed at the sole discretion of the Service Provider, who is not obligated to act upon such requests.

#### **16. CHOICE OF LAW AND JURISDICTION**

16.1. Any legal relations established by these GTCs or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the Hungarian Republic. Any dispute that may arise in connection with these GTC and/or related agreements will fall within the jurisdiction of the Hungarian court having local jurisdiction according to the registered office of the Provider.

16.2. The provisions of clause 13.1 do not deprive the consumers of the protection afforded to them by the mandatory laws of the relevant Member State of the European Union or any other jurisdiction.

## **17. FINAL PROVISIONS**

17.1. The Provider has not adopted any consumer codes of conduct.

17.2. These GTCs constitute the complete terms and conditions agreed upon between you and the Provider and supersede all prior agreements relating to the subject matter of the GTC, whether verbal or written.

17.3. Nothing in these GTCs is intended to limit any legal claims set out elsewhere in these GTCs or arising from the applicable law. If the Provider or any third party authorized there to does not enforce compliance with these GTCs, this can in no way be construed as a waiver of any right or claim.

17.4. The Provider may assign any claim arising to the Provider from these GTCs or any agreement to a third party without your consent. You agree that the Provider may, as the assignor, transfer its rights and obligations under these GTC or any agreement or parts thereof to a third party. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these GTC or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

17.5. If any provision of the GTC is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject matter of the performance, which is not expressly referred to in the GTC, shall be applied and no rights and obligations shall be derived from them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.

17.6. The schedules of the GTC form integral parts of the GTC. In the event of a conflict between the wording of the main text of the GTC and any schedule thereof, the main text of the GTC shall prevail.

17.7. Prior to the mutual acceptance of these GTCs, the parties have carefully assessed the possible risks arising from them and accepted those risks.

**Budapest, 21/05/2025**