



# SPORTCO “Website Terms of Use”

Last updated: May 8, 2018

These **Terms of Use** govern the terms of your access and use of the Website and its content and constitute your legal agreement with us.

You should read these Terms carefully before you use the Website.

The Sportco token sale and distribution of SPRT tokens to each contributor will be subject to and governed by the Terms and Conditions of Sportco Token Sale, which is a separate document setting out the terms and conditions of the agreement between Sportco and the contributor. In the event of any inconsistencies between the T&Cs and these Terms, the T&Cs shall prevail.

BY USING THE WEBSITE, YOU AGREE TO THESE TERMS OF USE.

## 1. Definitions

- **“Terms”, “Terms of Use”** means the Sportco Terms of Use, including Schedule A ‘Important Notice’.
- **“We”, “us”** means the company that makes the Website available to Users.
- **“User”, “you”** means a person using the Website.
- **“Website”** means the website accessible at <https://sportco.io>, including its subdomains, programming code, related technologies, know-hows, databases and design.
- **“Content”** means texts, design, data, video content or other intellectual property, content or information, made available to you by us, including, but not limited to

Sportco white paper and one pager, in existence either now, in the past or in the future.

## **2. Registration**

When you register, you will be asked to choose a username and a password. You are responsible for safeguarding your password and you agree not to disclose your password to any third party.

You agree that you will be solely responsible for any activities or actions taken under your username, whether you have authorized such activities or actions.

## **3. User Restrictions and Obligations**

You agree that you will not do any of the following while using or accessing the Website:

- Impersonate or misrepresent your affiliation with any person or entity or otherwise commit fraud.
- Reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Website and Content.
- Use the Website or Content in a commercial manner.
- Circumvent, disable or otherwise interfere with security related features of the Website, or features that prevent or restrict use or copying of any Content.
- Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Website to send altered, deceptive or false source-identifying information.
- Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available on the Website, servers or networks connected to the Website, or the technical delivery systems of our providers or disobey any requirements, procedures, policies or regulations of networks connected to the Website.
- Attempt to probe, scan or test the vulnerability of any our system or network or breach or impair or circumvent any security or authentication measures protecting the Website and Content.

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website.
- Attempt to scrape, parse, access, search or meta-search the Website or Content with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by us or other generally available third-party web browsers.
- Use the Website or Content in any manner not permitted by these Terms.
- Encourage or instruct any other individual to do any of the foregoing or to violate these Terms.

#### **4. Intellectual Property Rights**

**Our Intellectual Property Rights.** We own all right, title and interest, including all worldwide intellectual property rights in the Website and Content.

**License Grant. Permitted Use.** Subject to your compliance with these Terms, we give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to access and use the Website and Content for your own personal use. This license is for the sole purpose of enabling you to use and enjoy the benefits of the Website in the manner permitted by these Terms.

Any other use of the Website and Content requires our prior written consent.

The Website and Content may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws and regulations in connection with your use of the Website and Content.

#### **5. Your Feedback**

If you choose to communicate to us any feedback, ideas or suggestions for improvement of the Website or Content, you grant us free-of-charge, irrevocable, non-exclusive, transferable right to use, modify, share, distribute and communicate such feedback for any and all commercial or non-commercial purposes, without charge and free of any

obligation of attribution. You warrant that any such feedback you communicated to us is not subject to any license or any other third party right.

## **6. Disclaimer of Warranties**

Your use of the Website and any Content or other information made available through the Website is at your sole risk and discretion and we hereby disclaim all liability to you or any third party relating thereto.

The Website and all Content, materials, information, products and services included therein, are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE WEBSITE AND CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE.

We disclaim any warranties:

- Regarding the security, accuracy, reliability, timeliness and performance of the Website.
- That the Website or any of Content will be error-free or that any errors will be corrected.
- That the Website or any of Content will be of any particular quality, meet any standards or requirements, or conform to any of your expectations in this regard.

Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

## **7. Limitation of Liability**

IN NO EVENT WILL WE, OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH

YOUR USE OF THE WEBSITE AND CONTENT WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR CONTENT IS TO STOP USING THE WEBSITE OR CONTENT.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING OPERATION OF THE WEBSITE OR CIRCULATION OF CONTENT.

## **8. Modifications**

We reserve the right, at our sole discretion:

- To modify or revise these Terms at any time by posting the amended Terms on the Website. Please check the most current Terms to ensure that you are aware of all the terms governing your use of the Website.
- To make changes, update or discontinue the Website, Content or any format, feature or functionality thereof at any time with or without notifying you.
- To terminate or restrict access to the Website or Content for any reason whatsoever.

Your continued use of the Website after a change or update has been made will constitute your acceptance to the revised Terms. If you do not agree with the modifications, please discontinue use of the Website immediately.

These Terms remain effective from the date of acceptance until terminated by you or us in accordance with these Terms.

## **9. Termination and Account Cancellation**

You may terminate these Terms at any time by ceasing to use the Website and/or by cancelling your account.

Without limiting other remedies, we may suspend or terminate these Terms with you, or may terminate or suspend your use of the Website at any time if:

- You violate any provision of these Terms.
- You infringe proprietary rights, rights of privacy, or intellectual property rights of any person, business or organization.
- You engaged in other actions relating to or in the course of using the Website that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, other Users, us, any other third parties or for the Website or Content.
- It is required by applicable law.
- We cease offering the services and/or discontinued the Website.

Notwithstanding the foregoing, we also reserve the right to terminate the Website or cancel your account at any time and for any reason.

Upon termination of these Terms all licenses and rights to use the Website and Content shall immediately terminate; and you will immediately cease any and all use of the Website and Content.

Upon any termination your account you will no longer be able to access information and documents submitted by you. We will have no obligation to maintain any information and documents stored in our database related to your account or to forward any information to you or any third party.

Any suspension or termination of these Terms will not affect your obligations to us under these Terms, including, without limitation, proprietary rights and ownership and limitation of liability, which reasonably are intended to survive such suspension or termination.

## **10. General**

**Choice of Law.** You agree that the laws of the Marshall Islands govern these Terms, their subject matter, the relationship between you and us, any action related these Terms, and any claim or dispute it may arise, without regard to the conflict of laws rules.

**Notices.** Any notices or other communications permitted or required under these Terms will be in writing and given by us:

- Via email (to the address that you provide during registration), or
- By posting to the Website, including on your account dashboard.

Consent to Receive Communications in Electronic Form. For contractual purposes, you:

- Consent to receive communications from us in an electronic form via the email address you have submitted; and
- Agree that the Terms and all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

**No Assignment.** You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by you without our appropriate prior written consent will be null and void.

We may assign these Terms or any rights hereunder without your consent.

**No Waiver.** The failure by us to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of our right or remedy.

**Severability and Integration.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **Schedule A. IMPORTANT NOTICE**

The Website, the whitepaper, the one pager, blog posts, presentations, publications of Sportco stakeholders, advisers, managers and consultants (**'Sportco Media'**) may utilize, contain or mention information or data in relation to Sportco business model, technology, products and services, as well as SPRT token and Sportco token sale event (**'Information'**).

PLEASE READ THIS NOTICE REGARDING SPORTCO MEDIA AND INFORMATION VERY CAREFULLY. IF YOU ARE IN DOUBT AS TO THE ACTION YOU SHOULD TAKE IN RELATION TO IT, PLEASE CONSULT YOUR LEGAL, COMMERCIAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISORS.

### **Descriptive nature only**

Information is of descriptive nature and not binding.

Information includes market and industry information and forecasts that have been obtained from internal or publicly available surveys, reports and publications. Such sources are believed to be reliable, but Sportco provides no assurance or guarantee as to the accuracy or completeness of such information and forecasts.

The Sportco token sale involves and relates to the development and use of bleeding-edge and experimental technologies that may not turn out as expected or be brought to completion as specified in Sportco Media.

Regulatory measures, investigations or actions may impact Sportco products and services and limit or prevent them from being developed or implemented.

The Sportco business model may change due to new regulatory and compliance requirements from any applicable laws in any jurisdiction.

### **Forward-looking statements**

All Information about future performance of Sportco, its products, services, tokens and token sale event, including, without limitation, future revenues, earnings, strategies,



prospects, consequences and all other statements that are not purely historical constitute "forward-looking statements". Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from those anticipated. When used herein, the words "anticipate," "intend," "estimate," "believe," "expect," "plan," "should," "hypothetical," "approximately", "potential," "forecast," "project," "aim", "target", "could", "if", "may", "possible", "probable", "would", "will", variations of such words and similar expressions or symbols are intended to identify forward-looking statements. All of the forward-looking statements made in Sportco Media are qualified by these cautionary statements and Sportco can make no assurance that the results or developments of Sportco will be realized or even if realized, will have the expected consequences. All participants in token sale are cautioned not to place undue reliance on these forward-looking statements in deciding to participate in the token sale. No representation, warranty, undertaking, promise, or guarantee is given in respect of the forward-looking statements.

### **Not designed or intended as securities or investment assets**

SPRT tokens do not represent equity, shares, royalties or rights to capital, dividends, interest, profit or income in the entity that issues tokens or any other entity in any jurisdiction

SPRT tokens are not designed or intended to perform or to have a value outside the Sportco ecosystem.

SPRT tokens shall not be used or purchased for speculative or investment purposes.

### **Not an offer or solicitation**

Sportco does not offer any securities or assets for investment purposes.

None of Sportco Media is intended to be a financial service offering document or a prospectus of any kind.

Information is not a solicitation for investment and does not pertain in any way to an offering of securities, shares, options or futures in any jurisdiction. Sportco Media contain a mere description of the functionality of Sportco products and services and the utilization of the SPRT tokens within the Sportco ecosystem.

**Not a recommendation or advice**

The use of Information does not and cannot guarantee that contributors will make profits or will not incur losses. Such data and information are intended merely for informational purposes.

Sportco Media do not include or contain any information or indication that might be used as the ground for any decision to participate in the Sportco token sale.

Sportco Media and Information shall not be construed and is not intended to supply professional, business, legal, tax, investment or financial advice.

Sportco offers no advice regarding the nature, potential value or suitability of the Sportco tokens or the token sale event.

**Knowledge required; Risks**

Decisions to participate in the token sale involve high risk and must be based on the advice of qualified financial professionals.

Otherwise, all participants in the token sale must use their own judgment and consider carefully whether Information is suitable for them considering their personal financial conditions and ability to bear financial risks.

The token sale discussed in Sportco Media has not been reviewed by any regulatory authority and no such action is planned to be taken under the laws or regulations of any jurisdiction.

**Restricted territories**

The Sportco tokens are not offered to the United States citizens and residents. They are not allowed to participate in the token sale and purchase SPRT tokens.

Participation in token sale may be restricted to residents of other countries and territories.

All participants shall make sure they act in conformity with the applicable laws, and they have found and learned the position of the regulatory authority in their jurisdiction.

### **Limitation of liability**

YOU ALONE ASSUME SOLE RESPONSIBILITY FOR ANY DECISIONS YOU MAKE BASED ON INFORMATION AND/OR THE USE OF INFORMATION.

WITHOUT PREJUDICE TO THE GENERALITY OF THE 'LIMITATION LIABILITY' CLAUSE OF THE TERMS, UNDER NO CIRCUMSTANCES SHALL SPORTCO, ITS FOUNDERS, TEAM MEMBERS AND ANY THIRD PARTY INVOLVED IN SPORTCO PROJECTS BE LIABLE FOR ANY LOSS OR DAMAGE YOU OR ANYONE ELSE INCURS AS A RESULT OF ANY ACTIVITY THAT YOU OR ANYONE ELSE ENGAGES IN BASED ON ANY INFORMATION YOU RECEIVE FROM SPORTCO MEDIA OR AS A RESULT OF THE USE OF INFORMATION AND/OR SPORTCO MEDIA, INCLUDING, BUT NOT LIMITED TO THE INCAPACITY TO USE SPRT TOKENS.

### **Disclaimer of warranties**

WITHOUT PREJUDICE TO THE GENERALITY OF THE 'DISCLAIMER OF WARRANTIES' CLAUSE OF THE TERMS, ALL INFORMATION AND SPORTCO MEDIA ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SPORTCO MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OF ANY KIND TO YOU AND/OR ANY THIRD PARTY, INCLUDING WARRANTIES AS TO ACCURACY, TIMELINESS, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE.