

Terms of Use – CrowdTransfer AG

as of 09.07.2024

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1. Object of the Terms of Use Agreement

These Terms of Use set forth by **CrowdTransfer AG, Oberneuhofstrasse 3, 6340 Baar, Switzerland** (hereinafter “CT”), define the terms of engagement, as well as the rights and responsibilities between CT and Users with respect to the services provided by CT (see section 3).

Prior to the User’s registration and utilization of the CT-platform, the User must thoroughly review these Terms of Use.

Upon registration for the CT-platform, the User affirms understanding, acceptance, and adherence to the Terms of Use, which form a binding contract between CT and the User.

2. Introduction

CT is a technology provider that facilitates interaction between football clubs (hereinafter either "Clubs" for the time prior of entering into a loan agreement or "Borrower" for after entering into a loan agreement) and their fans (hereinafter “Lender(s)”) through its platform.

CT operates a software platform, available in both app-based (hereinafter the “CT-App”) and web-based formats (together hereinafter the “CT-platform”). The CT-platform enables the connection between Borrowers and Lenders (together hereinafter “User(s)”) with the specific purpose for allowing Clubs to finance a transfer, to finance a player or to finance a team.

To enable the financial funding, the Borrower and Lender enter into a mutually agreed-upon loan agreement (see section 7). As a return for their support, the Lenders could receive various financial and non-financial benefits (see section 7.4 and 7.6) from the Borrowers. The loan agreement between the Borrower and the Lender is explicitly not to be construed as a consumer credit within the meaning of the Swiss Federal Consumer Credit Act.

While CT serves as an intermediary to facilitate the establishment of loan agreements between Borrowers and Lenders, CT does not enter into any loan agreements, handle any funds, or execute any transactions in its own name or on behalf of the Borrower or Lender.

Financial transactions (i.e., the transactional procedures of sending, receiving, and transferring payments within the CT-platform) are carried out independently by a third-party payment provider (see section 8). **The CT-platform does neither involve accepting nor transferring funds between Lenders and Borrowers.**

3. Services of CT

3.1. Use and Subscription to the CT-platform

Access to and use of the CT-platform necessitates formal subscription through registration of the Users (see section 4.1). This process, which entails the establishment of a user account, is provided free of charge, and must adhere to the stipulations outlined in these Terms of Use.

In addition, a separate registration procedure with the third-party payment provider must be completed (see section 8).

CT reserves absolute discretion to approve or deny any registration or usage of the CT-platform and makes no guarantees for access rights. Any refusal of registration or closure of a user account may be made without prior explanation (see section 4.2). CT may also choose to discontinue the provision of the CT-platform at any time.

Users who have been excluded are forbidden from re-registering without CT’s specific prior written authorization. Any violation of these stipulations may render the offender liable to potential legal action.

For the submission of complaints or queries, please direct your concerns and questions to support@crowdtransfer.io.

3.2. Access to the CT-platform

Usage requirements: To access and utilize the CT-platform, Users are required to download and operate the latest version of the CT-App or use the CT-platform through the website.

Device compatibility: The CT-platform may not support all device types and may not function correctly with older or newer versions of some specific operating systems or internet browsers.

Service access: Access to and use of the CT-platform is strictly through the CT-App or the website. Should the CT-platform become unavailable or malfunction, Users may lose their capacity to access the CT-platform.

Internet stability: Users must maintain a stable and uninterrupted internet connection to ensure the smooth operation of the CT-platform. The responsibility for maintaining this connection falls solely on the User.

Geographic limitations and unavailability: Depending on the User's place of residence or present location, the availability of the CT-platform may be limited or inaccessible. Moreover, it may also become temporarily unavailable during periods of maintenance. CT will provide advanced notice for planned maintenance periods.

CT disclaims any obligation to offer unhindered, uninterrupted access to the CT-platform and does not guarantee its constant availability under all circumstances.

3.3. Login and safety

Users are required to register using their legal first and last names as stated on their official identification documents. The use of pseudonyms or fictitious names is strictly prohibited.

Users have the responsibility to protect their account information. This includes keeping their user ID and password secret and change it immediately or to report any potential misuse if the User suspects that confidentiality is no longer guaranteed.

CT strictly adheres to confidentiality and will neither reveal the password nor the user ID to third parties, nor request such details over email or telephone. Any solicitations of this nature should be disregarded and promptly reported to CT (support@crowdtransfer.io).

Users are prohibited from granting third-party access to their user accounts and bear full responsibility for any actions carried out through their user accounts.

Users are prohibited from engaging in actions such as mass sending of emails or other messages via the CT platform, introducing malware to the platform, circumventing, or disabling security measures (hacking), or using software or automatic update programs that facilitate full information downloads. Non-compliance could result in CT blocking the User's account and pursuing further legal actions (see section 3.1). Contact details or addresses of other Users, provided through the usage of the CT-platform, should not be used for any purposes beyond the specific loan agreement and the proper usage of the CT-platform.

CT reserves the right to temporarily curtail access or service on the CT-platform at its discretion, if such actions are deemed necessary considering server security or integrity issues, capacity limitations, or the implementation of technical measures. Users are not entitled to any claims relating to these restrictions.

3.4. No advice or recommendation

CT only facilitates the relevant platform via its website and application, functioning as a confluence for Borrowers and Lenders without acting as an intermediary.

CT does not deliver financial, tax, legal or any other consultation services, and any information provided should not be misconstrued as such. The responsibility of determining whether to register, submit an offer or issue a funding application lies solely with the respective User.

3.5. Communication

CT utilizes a diverse range of communication channels for the delivery of its platform to the Users. These channels encompass email and notifications within the CT-platform.

4. General Rights and Obligations of Users

4.1. Registration with CT

Only one user account can be maintained per User. The User's account is personal and non-transferrable.

In circumstances involving the internal transfer of access privileges, the registered User bears the legal responsibility to precisely administer and observe the allocation of the appropriate rights.

Registration entails collecting user data (see section 9.1 below).

The information provided during registration must be truthful and complete. Misleading or fraudulent information may result in termination of the user account and potential legal action (see section 3.1).

The User is responsible for keeping the information up to date. CT disclaims any liability for actions resulting from inaccurate or obsolete user details.

4.2. User Account

The user account cannot be deleted if loan agreements (see section 7) are still outstanding or incomplete; it may only be deactivated. Reactivation is required to claim/disburse any owed benefit (see section 7.4 and 7.6).

Pertinent data (e.g., amount, outstanding payments, benefits) etc. is noted for each finalized loan agreement.

The user account is accessible for viewing by the respective User only.

CT reserves the right to delete user content in its sole discretion.

In the event of an account closure initiated by CT, Users are advised to seek assistance by contacting CT at support@crowdtransfer.io.

4.3. Creditworthiness

It is the User's responsibility to independently verify their creditworthiness and conduct their own credit assessment, as well as to assess the creditworthiness and overall integrity of their contractual counterparty in the case of loan agreements. CT explicitly does not perform a credit assessment of the User.

4.4. Communication

For security and identification purposes, Users are required to direct their enquiries solely through the email address or via the channels explicitly designated for this purpose. To maintain confidentiality, CT will only respond to enquiries received from the registered email address on file.

The Users acknowledge that inherent vulnerabilities exist within communication channels such as unencrypted emails and other electronic mediums. These are not secured against unauthorized access by third parties (for example, operating system providers), and therefore present associated risks, such as breaches of confidentiality, content or sender data manipulation, misdirection, delays, or potential virus threats.

All communication between CT and the User that is intended solely for the User's attention should not be forwarded, reproduced, or disseminated to third parties in any capacity. This protocol is to ensure the confidentiality and integrity of all communication.

It is incumbent upon the User to ensure that CT can always maintain open channels of communication, either via telephone, email or via App. Users are expected to maintain up-to-date contact information on file with CT.

4.5. Fees

The registration (see section 4.1) and the account management are free of charge.

Lender: For the Lender fees may occur at every transaction directly impacting their account. The specifics regarding fees, incl. when they occur, how much they are / how they are calculated, etc., are detailed in the fee schedule available on the CT platform. The fee schedule in force at the date of concluding an agreement remains in force throughout the period of said agreement. These fees do not include any other transaction related costs, namely the costs for / fees of the third-party payment provider (see section 8).

Borrower: For the Borrower fees may occur at every transaction directly impacting their account. The specifics regarding fees, incl. when they occur, how much they are / how they are calculated, etc., are detailed in the fee schedule available on the CT platform. The fee schedule in force at the date of concluding an agreement remains in force throughout the period of said agreement. These fees do not include any other transaction related costs, namely the costs for / fees of the third-party payment provider (see section 8).

Social Perks: No fee is charged by CT as Social Perks are non-monetary benefits.

Funding cancellation: In case of funding cancellation by the Club, an administrative fee of up to 5% (five percent) of the funding goal amount is charged by CT to the Club. Moreover, Lenders receive timely refunds via the third-party payment provider. Transaction costs can occur.

Non-acceptance of offer: In case of non-acceptance of the submitted offer by the Club, an administrative fee of up to 5% (five percent) of the offered amount charged by CT to the Club. No fee is charged to the Lender. Moreover, Lenders receive timely refunds via the third-party payment provider. Transaction costs can occur.

Account closure: In the event of a justified user account closure by CT, due to, but not limited to, a violation of the Terms of Use while loan agreements between Borrower and Lender are still ongoing, CT reserves the right to charge an administration fee of up to 10% on the amount offered/raised.

Payment provider: CT has no influence on any fees charged directly by the third-party payment provider (see section 8).

5. Specific Rights and Obligations of Borrower

5.1. Registration with CT

Registration as Borrower is exclusively available to Clubs or their direct affiliates, authorized by the Club. CT has the authority to request from any Club to prove the authorization prior to onboarding.

Football clubs cannot register as Lenders.

For registration, the Borrower nominates authorized individuals as Users under an individual power of attorney. The activities carried out by the authorized User are legally binding on the Borrower. When registering only individuals can be specified as the owner of the corresponding user account.

Every Borrower is equipped with an account that records their submitted funding applications along with their status (remaining term / offers submitted / offer amounts / conditions /successful / unsuccessful etc.).

While using the CT-platform, the User is expected to abide by all relevant laws and to ensure that their submitted details, funding applications, etc. are within legal bounds and do not violate the rights of third parties.

5.2. Misuse of Funds

The loan amount is intended for the Borrower's exclusive use in accordance with the provision outlined in the loan agreement with the Lender (see section 7). Exceptions may arise due to stipulations under bankruptcy law or other legally compelling circumstances.

5.3. Funding Application

Upon completing the registration process (see section 5.1), the Borrower is enabled to publish a funding application on the CT-platform, which serves as an "invitation to offer" to various potential Lenders.

The funding application and its inherent conditions are binding and cannot be amended after submitting to the CT-platform.

When it comes to funding applications, a distinction is made between three options:

1. Player funding: The Borrower intends to allocate funds to an individual player. The Borrower is required to provide the metadata (name, age, position, contract conditions etc.) of the player that is the subject of funding. This player must be a member of the Borrower's current active squad. The Borrower is also responsible for determining the funding goal, the maximum funding limit, and the duration of the funding period (see section 7.2). Moreover, it is the Borrower's duty to stipulate all potential benefits (see section 7.4 and 7.6) that are to be offered to the Lenders in association with the funding. The duration of the loan agreement is 10 years. It is terminated before the expiration date if the purpose for which the loan was given is no longer present.
2. Transfer funding: With this option, the Borrower intends to strengthen their team and is currently seeking players. Although the specific player is not yet determined, the position is to be specified in the invitation for funding applications; optionally further information such as the desired age range can be published. The Borrower is also responsible for determining the funding goal, the maximum funding limit, and the duration of the funding period (see section 7.2). Moreover, it is the Borrower's duty to stipulate all potential benefits (see section 7.4 and 7.6) that are to be offered to the Lenders in association with the funding. By

accepting the offers offered by the Lenders, the Borrower is obliged to communicate the metadata (name, age, position, contract conditions etc.) of the chosen player. The duration of the loan agreement is 10 years. It is terminated before the expiration date if the purpose for which the loan was given is no longer present.

3. **Team funding:** The Borrower intends to secure financing for the collective professionalization of a specific team, without allocating funds to any individual player. Personnel changes within the squad do not affect the funding process. The Borrower is responsible for determining the funding goal, the maximum funding limit, and the duration of the funding period (see section 7.2). The Borrower informs in the invitation for funding applications on the specific end date of the loan agreement.. Moreover, it is the Borrower's duty to stipulate all potential benefits (see section 7.4 and 7.6) that are to be offered to the Lenders in association with the funding.

Upon attainment of the targeted funding goal or at the end of the funding period (see section 7.2), the funds offered by Lenders are disbursed to the Borrower through the third-party payment provider (see section 8).

In the event of account closure by CT, see section 4.2.

Cancellation of an ongoing funding application is governed by section 4.5.

6. Specific Rights and Obligations of Lender

6.1. Registration with CT

Registration as Lender is exclusively available to individuals possessing unrestricted legal capacity and maintain their official domicile and bank records in Switzerland, Liechtenstein or within the European Economic Area (EEA).

Individuals under the age of 18 are precluded from utilizing the CT-platform.

Individuals cannot register as Borrowers.

6.2. User Account

Every Lender is equipped with an account that records their submitted offers along with their status (remaining term / amount / conditions /successful / unsuccessful etc.).

The Lender is responsible for maintaining up-to-date payment information within his account. The Lender must update its payment information within 10 business days upon receiving notification of the Borrower regarding any disbursement of benefits (see section 7.5).

While using the CT-platform, the User is expected to abide by all relevant laws and to ensure that their submitted details, submitted offers, etc. are within legal bounds and do not violate the rights of third parties.

6.3. Risks

Lenders are formally advised to consider the potential risks associated with loan provision, which may extend to a complete loss of the loan amount. Prior to submitting an offer, Lenders are urged to carefully evaluate these inherent risks, specifically the economic feasibility of sustaining a total loss of the loan amount granted.

6.4. Submitting an Offer

Upon completing the registration process (see section 4.1), the Lender can view the funding applications of all the Borrowers.

After deciding on an invitation for funding application, the Lender submits an offer through the CT-platform, including the specific amount the Lender offers, and the preferred Social Perks offered by the Club.

The offer amount must be paid at the time the offer is submitted and will be temporarily blocked by the third-party payment provider. The offer amount does not include expenses, costs, fees, etc. (see section 4.5).

The offer and its inherent conditions are binding and cannot be amended after submitting.

When it comes to offering opportunities, a distinction is made between three options:

1. Offer on player: The Lender can submit an offer on an active player of the Borrower's squad. The metadata pertaining to the respective player is retained. Furthermore, details such as the funding goal, the maximum funding limit, and the duration of the funding period are conspicuously displayed.
2. Offer on transfer: The Lender can submit an offer on the Borrower's broad intention to transfer and strengthen its squad. The player who will be financed is not yet identified. Only the desired characteristics of the player to be purchased by the Borrower are disclosed (see section 5.3). Furthermore, details such as the funding goal, the maximum funding limit, and the duration of the funding period are conspicuously displayed. The Borrower will disclose the metadata of the purchased player as soon as it becomes available and can be published from a legal and business point of view.
3. Team funding: The Lender can submit an offer on an entire team. The funding is not allocated to a specific player. Personnel changes within the squad do not affect the funding process. Furthermore, details such as the funding goal, the maximum funding limit, and the duration of the funding period are conspicuously displayed. The Borrower informs in the invitation for funding applications on the specific end date of the loan agreement. This date must not be later than the end of the season after next.

Payment methods adhere to the third-party payment provider's stipulations.

In the event of account closure by CT, see section 4.1.

7. Legal relationship between Borrower and Lender (Loan Agreement)

7.1. Conditions for participation

The conclusion of the loan agreement is subject to successful registration with the CT-platform (see section 4.1), including the acceptance of these Terms of Use and the Privacy Policy, as well as the completion of the onboarding/registration process with the designated third-party payment provider (see section 8).

7.2. Funding period

Upon activation of the Borrower's funding application on the CT-platform, Lenders are granted the opportunity to submit their respective offers. At the time the Lender submits an offer, the amount is due and must be transferred by the Lender to the third-party payment provider (see section 8).

Upon acceptance of the Lender's offer by the Borrower, a loan agreement is entered into between the parties. The App facilitates the creation of direct loan agreements between the Lender and the Borrower.

The loan agreement between Lender and Borrower becomes effective at the moment the Lender's offer is accepted by the Borrower.

The offer amount is transferred to the designated account held by the third-party payment provider on behalf of the Borrower and temporarily blocked by the third-party payment provider (see section 8).

The funding phase continues until the funding maximum limit in the funding application is achieved, or the funding period has ended. The duration of the funding period is defined by the Borrower.

Following the end of the funding period and the conclusion of the loan agreements between the Borrower and the individual Lenders, the third-party payment provider disburses the blocked amount to the Borrower, who utilizes the funds according to the purpose for which the loan was granted.

7.3. Duration and Termination

The maximum loan term is 10 years, regardless of the length of the underlying player contract. At the end of this period, the loan agreement will be automatically terminated, and the Premium and Reward must be paid by the Borrower to the Lender.

The loan agreement cannot be terminated before the expiry of the player contract or the ten-year period or the specified end date in case of a team funding, except for good cause. The specifics of the loan between the Borrower and the Lender are codified within the framework of a loan agreement. CT is explicitly not a party of this loan agreement.

If the Borrower transfers the player on loan to another football club, the existing loan agreement between the Borrower and the Lender will be temporarily suspended, and the player's accomplishments at the external football club do not qualify for the Premium and Reward calculation. The loan agreement remains in force and is not terminated upon the temporary loaning of the player to another club.

7.4. Financial benefits

As the financial benefits are entirely dependent on pre-agreed, external factors, there is no guarantee of repayment.

7.4.1 Premium

Premium (one-time event): Premium refers to success participations payable from the Borrower to the Lender, tied to specific, potentially reoccurring one-time events. The entitlement to success participation in the form of a Premium arises at the time of the occurrence of the one-time event and follows terms set in the mutual loan agreement. Premium disbursement occurs upon player's contract conclusion or at the expiry of 10 (ten) years at the latest. The Premium is agreed individually between the Lenders and the Borrower through the funding/offer process. Possible examples (not exhaustive) are:

- (1) Goal scored
- (2) Assist made
- (3) Clean sheet
- (4) Match won
- (5) Stayed in league

The Premiums, incl. the amount per event, are defined in the loan agreement.

7.4.2 Reward

Reward: The Reward refers to the Borrower's success participation payable to the Lender, which is calculated and becomes payable at the end of the loan agreement.

The Reward is agreed individually between the Lenders and the Borrower through the funding/offer process. Possible examples (not exhaustive) are:

- (1) Scored goals in total
- (2) Minutes total
- (3) Clean sheet games average over contract time
- (4) Promotion to next league
- (5) Average fan attendance during the season

The Reward is allocated to all Lenders in accordance with the proportion of loans they have provided. The Rewards, incl. the amount per event, are defined in the loan agreement.

7.4.3 Modifier

For special events, a modifier is used to calculate the Reward.

Examples of special events where a modifier could be used to calculate Reward payouts (not exhaustive):

- (1) Relegation of club
- (2) Player played less than 10 games last season
- (3) Player is suspended for more than 3 months
- (4) Player is injured in more than 40% of the games last season

A modifier can result in a reduction of the Reward to be paid out to the Lender. The modifiers are agreed individually between the Lenders and the Borrower through the funding/offer process.

7.4.4 Payment

The Lender will receive notification by the Borrower 40 business days prior to the disbursement of any benefits, either through email or the CT-platform. It is the Lender's responsibility to keep their payment information current. The Lender must update their payment information within 10 business days upon receiving the notification.

Payment methods adhere to the third-party payment provider's stipulations.

7.5. Repayment

The repayment of funds is triggered by the following events (not exhaustive):

- (1) Non-acceptance of the Lender's offer by the Borrower (see definition below)
- (2) Non-materialization of transfer (see definition below)
- (3) Sale of player
- (4) Termination of the contract of the player with the Borrower
- (5) Upon the expiry of 10 years

Non-acceptance of the offer: In the event that the Borrower does not accept the offer submitted by the Lender, the entire offer amount will be released by the third-party payment provider and credited to the Lender's original account.

Non-materialization of transfer: If the offer was accepted by the Borrower, but the transfer is not materialized for any reason, the entire offer amount will be released by the third-party payment provider and credited to the Lender's original account.

7.6. Non-financial benefits: Social Perks

Social Perks are non-monetary, favor-based benefits offered by the Borrower to the Lender, which are not related to success participations payable or loan repayment. The Social Perks are agreed

individually between the Lenders and the Borrower through the funding/offer process. Possible examples (not exhaustive) are:

- (1) Season card
- (2) Match ticket
- (3) Meet and Greet with the team/player
- (4) Christmas dinner with the team

7.7. Cessation of CT-platform

The permanent cessation of the CT-platform's availability, for any reason whatsoever, shall in no way impact the validity of any previously executed loan agreements between the Borrower and the Lender. In the event of such a termination, Users retain full responsibility for adhering to the rights and obligations stipulated in their respective loan agreements.

8. Legal relationship between User and third-party payment provider

CT collaborates with an independent authorized third-party payment provider for all financial transactions.

For enabling transaction capabilities, the User is required to complete a separate registration procedure with the third-party payment provider. The third-party payment provider autonomously determines its own registration and usage requirements. A credit assessment may be conducted by the third-party payment provider.

CT holds no jurisdiction or influence over the registration process of the third-party payment provider. CT has no influence on any fees charged directly by the third-party payment provider.

In accordance with these Terms of Use, all Users utilizing the CT-platform hereby acknowledge and affirm their commitment to conducting all financial transactions related to said platform exclusively through the specified third-party payment provider designated by CT. This stipulation encompasses all payments, charges, fees, and financial transactions of any kind associated with or arising from the usage of the CT-platform or loan agreements entered between the Borrower and the Lender.

9. Special provisions

9.1. Data privacy

In the CT privacy policy under Datenschutz - CrowdTransfer, Users will find all relevant information regarding the processing of their personal data, in particular the type of personal data processed, the purposes of processing and what rights they are entitled to.

With the use of the CT-platform by the User, the CT privacy policy is deemed understood and accepted. Questions in this regard can be sent to the following e-mail address: datenschutz@crowdtransfer.io.

The Borrower is obliged to notify all players and teams impacted by the financing of the disclosure of their information (meta data) and to secure their explicit consent for such disclosure. CT expressly absolves itself of any liability pertaining to these obligations.

The privacy policy is an explicit part of these Terms of Use.

9.2. Intellectual property rights

All content and presentation found on the CT platform, inclusive but not limited to text, graphics, logos, software, photographs, and videos, is subject to copyright, trademark, and other forms of intellectual property rights. These rights are owned by CT, or its third-party vendors associated with CT. The use of this information, including downloading, printing, or any other form of reproduction, even for personal or private purposes, is strictly prohibited unless copyright notices and other legal formalities are adhered to. Notwithstanding, all relevant rights remain with CT. The use or reproduction beyond the scope of the CT-platform, notably the software or other utilities available on the platform, is expressly forbidden.

Without CT's express written consent, unauthorized reproduction, distribution, modification, or use of any copyrighted material available on the CT-platform for public, personal, private, or commercial purposes is strictly prohibited. However, CT may grant specific permissions for such uses upon written request, with such permission being given at CT's sole discretion.

By registering on the CT-platform, the User explicitly agrees that their data will be used for the provision of the services described herein.

CT reserves the right to use the User's name for the purpose of promoting its products, services, and/or platforms (collectively, "Marketing Activities"). The User implicitly grants consent to the use of their name for such Marketing Activities upon agreeing to these Terms of Use. However, this does not constitute an irrevocable right. The User retains the ability to withdraw this consent at any given time. Such revocation must be provided to CT in writing and will take effect from the moment of receipt by CT. It should be noted that the withdrawal of consent will not affect the lawfulness of any Marketing Activities conducted prior to the receipt of said revocation. Upon receipt of the revocation, CT will cease to use the User's name for future Marketing Activities. It is the User's responsibility to ensure CT receives their written revocation of consent. CT will not be held liable for any failure to receive such revocation due to factors beyond its control.

By accepting these Terms of Use the Club confirms and warrants that:

1. It holds the necessary rights, licenses, consents, and permissions to use and authorize CT to use the Club's name, logo, and any player or team images uploaded to the CT-platform.
2. The use of the Club's name, logo, and any player or team images on the CT-platform does not and will not infringe, violate, or misappropriate any third-party rights, including but not limited to intellectual property rights, privacy rights, and publicity rights.
3. The Club agrees that CT may use the Club's name, logo, and any uploaded player or team images on the CT-platform, including but not limited to marketing and promotional activities related to the CT-platform.
4. The Club will indemnify, defend, and hold harmless CT from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the use of the club's name, logo, or any player or team images uploaded to the CT platform.

9.3. Indemnity

The User undertakes to indemnify, and to defend and hold harmless, CT, as well as its subsidiaries, affiliates, and any and all of CT's directors, members of corporate bodies, officers, agents and employees from and against any and all risks of liability, damages, losses, or claims, be it in tort, contract, or otherwise, which may occur as a consequence of the use of CT's platform, or in connection to any failure on the part of the User to honor the obligations set forth in these Terms of Use or any related documents, and/or any violation of applicable laws, rules and regulations.

The User will be held financially responsible for all associated and incurred costs, including but not limited to legal fees, which may arise as a result of an act of the User causing an infringement on the

rights of third parties. Furthermore, CT reserves the right to enforce any other claims as may be appropriate against the User.

All indemnification responsibilities stipulated herein exist in addition to, and do not dispose of or limit in any way, CT's further rights, claims for compensation, indemnities, or remedies available under any applicable contract or law.

9.4. Limitation

CT shall not bear liability for delays or failures in service attributable to circumstances beyond its reasonable control, inclusive of but not limited to incidences of forces majeure, pandemics, epidemics, wars, flood events, fires, earthquakes, other natural disasters, acts of terrorism and governmental orders or restrictions or any other event beyond the control of CT.

CT disclaims responsibility for any delays or complications concerning connectivity or data transmission that may negatively impact the correct utilization of the platform, inclusive of the execution of funding applications and offers via the platform.

CT shall not bear liability for any instances of theft, hacking, or unauthorized access to the User's mobile devices employed for accessing CT's platform.

CT expressly disclaims all responsibility and liability in connection with any instance of unavailability or interruption of the CT-platform.

CT accepts no liability for any damage sustained by the User as a consequence of funding applications or offers submitted using the User's credentials or by an individual whom CT identifies as the User through standard due diligence procedures, irrespective of whether such funding applications or offers are submitted fraudulently, unlawfully, or contrary to the User's express intentions.

CT has no jurisdiction or influence over the credit assessment process of the third-party payment provider. CT disclaims any liability in this regard.

CT expressly disavows any legal or other responsibility pertaining to losses or complete defaults of the loaned amount.

Under no conditions can CT be held legally accountable for the misappropriation of the disbursed loan amounts.

9.5. Transferability

CT, in its sole discretion, reserves the exclusive right to assign or transfer individual rights and obligations or any such rights and obligations contained within these Terms of Use to one or more third-party entities.

The User is expressly prohibited from transferring or assigning the rights and obligations established in these Terms of Use.

10. Final Provisions

10.1. Entry into force and changes to these Terms of Use

These Terms of Use are effective upon instant of acknowledgement and acceptance by the User.

CT retains the unilateral right to modify the Terms of Use at any time. Changes to the Terms of Use shall be communicated to the User via the User's provided email address or through an alternative method such as via the CT-platform. These modifications to the Terms of Use will be considered as implicitly accepted by the User unless a written objection is received from the User within a period of 20 business days after the alterations.

The fee schedule, available on the CT-platform, is an explicit part of these Terms of Use.

10.2. Severability clause

The potential illegality, unenforceability, or invalidity of any one or several provisions within the contractual relationship shall not, in any way, circumscribe or compromise the legality, enforceability, or validity of the remaining provisions therein.

In the event of a provision being deemed legally invalid, both contractual parties of these Terms of Use shall mutually strive to substitute said invalid provision with one that is legally admissible and as closely emulates the economic intent of the originally stipulated provision. This principle is equally applicable in the instance lacunae or gaps within the provisions of these Terms of Use.

10.3. Applicable law and jurisdiction

These Terms of Use and associated documents shall be solely governed by, construed, and enforced in accordance with the substantive laws of Switzerland, explicitly excluding any principles of conflict of laws.

Execution, debt recovery, and exclusive legal adjudication pertaining to any disputes relative to these Terms of Use shall transpire at the registered domicile of CT in Baar, Switzerland, notwithstanding obligatory statutory jurisdictions.

CT retains the option to institute legal action within the jurisdiction of the User's residence, domicile, or any competent court, under the sovereign jurisdiction of Swiss substantive law.
