

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ANY USE OF OUR SERVICES, AS THEY AFFECT YOUR LEGAL RIGHTS. BY ACCEPTING THESE TERMS ELECTRONICALLY, ACCESSING OUR SITE, OR BY ANY OTHER WAY OF INTERACTING WITH OUR SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL DOCUMENTS OR POLICIES MENTIONED HEREINAFTER. YOU CANNOT ACCEPT THESE TERMS IN PART. IF YOU DO NOT AGREE WITH ALL OR A PART OF THESE TERMS, YOU MUST NOT ACCESS OUR SERVICES.

YOU MAY USE THE SERVICES ONLY IF YOU ARE 18 YEARS OR OLDER AND CAPABLE OF FORMING A BINDING CONTRACT WITH US, AND NOT OTHERWISE BARRED FROM USING THE SERVICES UNDER APPLICABLE LAW.

If You have any doubts about Your rights and obligations resulting from the acceptance of the Terms, please consult a lawyer or other legal advisor in Your jurisdiction. If You do not agree to accept and be bound by the Terms, please do not open an Account, and/or continue to use the Site. Your further use of the Site will constitute Your acceptance of the Terms.

1. Definitions

Agreement means the agreement between the Company and the User on provision of Services.

Company or We means the company Buda Boom Kft., incorporated and acting under the laws of the Hungary with registration number 13-09-235226, situated at 132 Göd, Kádár utca 7/a, Hungary.

Force Majeure any event or circumstance, including, without limitation, any natural, technological, technical (i.e. software errors, hardware faults, hacker attacks and unexpected high load on the Site which can cause outage and service unavailability) and political or governmental (which for greater certainty includes an act of state) or similar event or circumstance, which was not reasonably feasible to anticipate at the moment of submission of the Order and is beyond the control of the User or the Company.

Privacy policy means the set of rules regarding the protection of privacy and data in compliance with the relevant law and available at the Site.

Profile means secured part of the Site created upon the registration of the User with restricted access to particular User.

Registration means the initial registration of the User in the Site.

Services or Service means online services provided by the Company via the Site.

Site means web site <http://keyscout.io> and corresponding software-based application for computers, smartphones and other devices enabling the use of the Services by a User.

Technical support means technical support provided by the Company, relevant information is accessible at email address support@keyscout.io or by Site internal messaging service.

Terms and Conditions or Terms means these Terms and Conditions of the Company, that govern the contractual relationships between the User and the Company in respect of the provision of Services. The Terms and Conditions form an integral part of the Agreement, where, the provisions of the Agreement and/or subcontracts concluded under the Agreement take precedence over the Terms and Conditions.

User or You means any natural person, who has entered into an Agreement with the Company, under which the Services that are listed in these Terms and Conditions are provided.

2. The Agreement

- 2.1. The User enters into the Agreement upon the completion of the Registration.
- 2.2. Terms and Conditions form the integral part of the Agreement and set out detailed rights and obligations regarding the provision of the Services by the Company and use of such Services by the User. Terms and Conditions are applicable to each individual legal relationship concluded between the Company and the User in connection with the agreed performance provided by the Company to the User, and govern the rights and obligations of the parties in their contractual relationship.
- 2.3. The User by signing the Agreement expresses his explicit and unconditional consent to these Terms and at the same time, the obligation to fulfil all his obligations stipulated by these Terms.

- 2.4. The Privacy policy form the integral parts of the Agreement. The Company is entitled to amend this document in compliance with the rules governing amendments of the Terms specified herein.
- 2.5. Any references to the masculine gender shall also mean the feminine gender.

3. Registration and the Profile

- 3.1. For using the Services, the User is to complete the process of registration of the Profile.
- 3.2. The User is allowed to use only one Profile. Only the User and no other person is authorized to use the Profile. You shall not assign, transfer, charge, create a trust over or otherwise deal in Your rights and/or obligations under these Terms (or purport to do so).
- 3.3. Process of creation of the Profile ("Registration") is performed by the User by choosing a Username and the password.
- 3.4. We reserve the right to reject Your application, without reference to You or without reason and without liability to You.
- 3.5. Any information made available in the Profile by the Company is deemed to be received by the User. The User is advised to regularly access his Profile and check delivered messages.
- 3.6. The Company reserves the right to delete User Profile in the following cases:
 - 3.6.1. Use of false and incomplete information if it harms the interests of the Company and/or third parties.
 - 3.6.2. Violation of any of the provisions of the Terms.

4. Services

- 4.1. The Site provides the User with the following services:
 - 4.1.1. Viewing and searching for football players based on specific criteria.
 - 4.1.2. Tracking the progress of young talents.
 - 4.1.3. Analyzing and comparing players.
 - 4.1.4. Receiving personalized recommendations for scouts.
 - 4.1.5. Accessing a glossary of football terms.
- 4.2. Access to certain features of the Site is provided on a paid subscription basis. The fees are specified in the corresponding section of the Site.

5. IP rights

- 5.1. The Company either owns all the intellectual property rights for all the content available for the User on the Site, including but not limited to the underlying HTML (or other source code), text, images, audio/video clips, or has obtained the permission of the owner of the intellectual property to use the specified content on this Service.
- 5.2. User is granted a nonexclusive, nontransferable, revocable, limited license to access and use the Service and content in accordance with the Terms, provided that:
 - 5.2.1. The User agrees that the Company is not liable for any losses which may incur as a result of using this limited license;
 - 5.2.2. The User shall not modify any of the contents and use it in commercial purposes;
 - 5.2.3. The User shall not copy, reproduce or any other way share the above stated content.
 - 5.2.4. The User shall not perform any actions aimed to using the above stated content in any unreasonable way and/or causing any harm and/or malfunction the Services, Site
 - 5.2.5. etc.
- 5.3. The Company reserves the right, at its sole discretion, to change, modify, add, remove or terminate this license at any time for any reason.
- 5.4. Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring on User or any third party any license or right, to intellectual property rights. Service together with the content are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any proprietary notice should not be removed when using or downloading any content from the Service. The User is not granted the right to use any branding or logos used in Services.

6. Representations and Warranties. Legal requirements. Restrictions.

- 6.1. The User acknowledges that Site is under continuous development and therefore occasional technical irregularities may occur and some or all of its functionalities may be temporarily

- restricted or unavailable to the User. The Company shall use its reasonable endeavours to inform the User accordingly. The User accepts described risks associated with using the Site.
- 6.2. The User acknowledges that the Company is required to obtain certain information and documents from the User and persons acting on his/her behalf and conduct certain verifications. To this end the User shall provide to the Company necessary information, documents and cooperation.
 - 6.3. The User agrees that the NFT do not constitute shares or equities or securities or financial instruments or investments in any form in any jurisdiction.
 - 6.4. The User warrants that all of the information given to the Company or other persons providing operation of Service is genuine and complete, meanwhile in case it was not, or if the User omitted to give certain information to the Company, the Company shall not be responsible for any damages, losses and/or harm, which may occur either to the User or to third parties as a consequence of this behavior. The Company hereby reserves the right to delete the User Account if false or incomplete information is provided by the User.
 - 6.5. The User shall be responsible for obtaining necessary information about tax or similar obligations arising in relation to the provision of the Service as well as for complying with the corresponding obligations. The User hereby further acknowledges that the Company is responsible neither for obtaining the above-mentioned information nor for fulfillment of such tax (or similar) obligations. The Company shall not be considered as a tax agent for the User.
 - 6.6. The Company does not intend to enable the User to contravene applicable law. You represent, warrant and agree to ensure that Your use of the Services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Services by the User.
 - 6.7. No part of the information herein should be considered to be business, legal, financial or tax advice regarding the Company, the NFT, the Services. You should consult Your own legal, financial, tax or other professional advisor regarding the matter. You should be aware that You may be required to bear the financial risk of any purchase of NFT for an indefinite period of time.
 - 6.8. The User is prohibited to use the Services for unlawful purposes including money laundering, financing of terrorism and any other activity that is illegal under the law governing the Agreement or any law generally applicable to the User.
 - 6.9. The User is not allowed to:
 - 6.9.1. Copy and/or disclose any information made available to him/her in the Site except when this function is explicitly contemplated by the Site.
 - 6.9.2. Copy or in any other way use the Site as well as its design for other purposes than for the use of the Services according to the Agreement and the Terms and Conditions.
 - 6.9.3. Modify in any way the Site, its part and take any actions aimed at modifying the functionality or operability of the Site.
 - 6.10. Citizens from the following countries and areas are prohibited to register at the Site and use its Services North Korea, Sudan, Ukraine: Donetsk region, Lugansk region, Kherson region, Zaporozhye region, Crimea, Iran.
 - 6.11. The Services are only available to Users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that You will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, You represent and warrant that: (a) You are not located in a country that is subject to a U.S. Government embargo; and (b) You are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties; (c) You are not listed on OFAC, UN, EU, GB sanctions list You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify Your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any User who we believe is in breach of these Terms.
 - 6.12. If You are not sure if You are allowed to register at the Site, please contact us.

7. Exclusion of Our liability. Terms breach

- 7.1. The Company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage, including but not limited to the loss of data, profits, business, opportunities, goodwill

- or reputation as well as business interruption or any losses which are not currently foreseeable by us arising from or in any way connected with Your use, of any link contained on the Site.
- 7.2. You hereby agree to fully indemnify and hold harmless the Company, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims, liabilities and expenses, including legal fees and any other charges whatsoever howsoever caused that may arise in relation to Your use of the Services.
 - 7.3. In case of breach by the User of any obligation under the Agreement or applicable laws or in case of collusion with another User or any third person to such purpose, the Company is entitled, at its full discretion, to restrict access to certain functionalities of the Site, temporarily freeze the Profile, cancel the Profile or terminate the Agreement with immediate effects.
 - 7.4. The Company shall have the right to require compensation for any loss or other damage caused by the breach of User's obligations so You will be required to fully cover any claims, liabilities, costs or expenses (including legal fees) and any other charges that may arise as a result of a violation of the Terms by You.
 - 7.5. The Company shall not be held liable for any loss caused by the use of the Services by the User, unless such loss was caused deliberately.

8. The Assignment

- 8.1. The Company has the right to assign its receivables under the Agreement or assign the Agreement as such. By accepting the Agreement, the User provides the consent on assigning of receivables and liabilities and the Agreement to any third party.
- 8.2. In case of receivables and liabilities are assigned, the Company shall make available such information to the User via the Profile.

9. The Duration and termination of the Agreement

- 9.1. The Agreement is entered into for an indefinite period.
- 9.2. Either of the parties of the Agreement may terminate the Agreement at any time. The Profile is automatically cancelled upon the termination of the Agreement.
- 9.3. Upon the termination of the Agreement by the User, such termination shall become effective as of the day following after the day on which the relevant notice of the termination is delivered to the Company, unless a later effective date is specified in the relevant notice of termination.
- 9.4. The Agreement may also be terminated by agreement of the parties to the Agreement. This agreement must be made in writing.

10. Choice of law and dispute settlement

- 10.1. Whereas the Company intends to enter into Agreement with Users of various nationalities all over the world, the Agreement is governed by and is to be construed in accordance with the laws of the Hungary.
- 10.2. Any claims shall first send to the other party describing basis and essential feature of the claim. The Parties shall try solve all disputes by means of negotiation.
- 10.3. Any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Terms or otherwise arising in connection with the Terms, that was not resolved in the negotiation shall be decided by the respective courts of the Hungary.

11. Changes to the Terms and incorporated documents

- 11.1. The Company reserves the right to amend, modify, update and change any of the Terms for a number of reasons, including commercial, legal (to comply with new laws or regulations) or customer service without prior notice. The most up-to-date Terms and their effective date are available on the Site. We will notify the User of any such amendment, modification or change by publishing the new version of the Terms. It is the responsibility of the User to make sure that he is aware of the current terms and conditions of the Terms and the Company advises the player to check for updates on a regular basis. The Company reserves the right to modify the Site, services and software and/or change the system specification requirements necessary to access and use the Services at any time and without prior notice.
- 11.2. If any change is unacceptable to You, You may either cease using the Services, and/or close Your Profile by complying herewith. Your continued use of any part of the Site after the date on which the Terms are stated to come into effect will be deemed to be Your binding acceptance

of the revised Terms, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identity of the Company, whether or not You have had notice of, or have read, the revised Terms.

- 11.3. In addition to these Terms, please review any other rules, policies and terms and conditions relating to the products and services available on the Site as notified to You by Us from time to time, which are incorporated into these Terms by reference.

12. Concluding provisions

- 12.1. The headings in these Terms are provided for reference only and shall not affect the interpretation or construction of any provision.
- 12.2. If any of the Terms specified herein are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Our original intent.
- 12.3. These Terms and Conditions including documents anticipated and referred to thereby constitute a complete definition of rights and obligations between the User and the Company and supersedes any previous agreements or provisions on the same subject.
- 12.4. These Terms and Conditions shall have the legal force on the date of their publication on the Site.
- 12.5. These Terms and Conditions may be drawn up in different languages. In case of any inconsistency the English version of the Terms shall prevail.

Last amended on September 17, 2024.