



## LINKSPORTS INTERNATIONAL CORP.

# Terms of Use and Conditions

### Introduction

LinkSports **International Corp.**, with registered office at 4936, Yonge Street, Suite 327, North York, Ontario ON, Canada, ZIP Code M2N 6S3, registered under No. 1218934-8 before the Canadian corporate register, (referred to as "**LINKSPORTS**", "**We**", "**Us**" or "**Our**" in these Terms and Conditions) is a **worldwide technology company that allows fans to support football players through an online platform (the "LINKSPORTS Platform")** dedicated to fans, players in training, amateurs, professional athletes and former athletes, to sports professionals engaged in the development of athletes, scouts, clubs and all those who love Football and aspire to the democratization of access to opportunities and the benefits arising from the social practice of sport, including the possibility of professional advancement.

The Linksports Platform aims to reach all the mentioned stakeholders, returning the concept of its development, in the creation of an innovative and healthy environment, aimed at assisting in the development of young athletes, engaging their peers and fans to support them, in addition to enabling the technical evaluation and improvement of its users, providing tools able to assist them in demonstrating their capabilities, offering benefits and services, seeking to launch future stars and encourage the practice of the sport by girls and boys of all ages.

These Terms and Conditions were issued by LINKSPORTS on **September 1, 2023**, it is a legal agreement between you and ("LINKSPORTS", "we", "us" or "our") governing the use of our websites: <https://linksports.com/legal/termsofuse.pdf> . By using or accessing a website or downloading materials from a Website, you agree to be legally bound by this Agreement.

The LINKSPORTS Platform may be accessed by a person who has been approved by LINKSPORTS as a user of the LINKSPORTS Platform as a Registered User. Users may adopt one of the *profiles* ("Fan"), ("Player"), ("Parent or Legal Guardian"), ("Scouts") and ("Coaches") (each of these terms has the meaning given to them below, and collectively will be referred to as a "**User**", or "**You**" as detailed below).

LINKSPORTS reserves the right to deny a User the use of the LINKSPORTS Platform. When evaluating a User for approval, LINKSPORTS may take into account any applicable formal restrictions with respect to the jurisdiction of the User's country of domicile. In the event that the User is not approved by LINKSPORTS, any User Account (as defined below) opened by the User will be immediately deactivated and deleted.

### THANKS

These are the Terms and Conditions that govern the use of this Service (as defined below) and the agreement that operates between You and LINKSPORTS. These Terms and Conditions set out the rights and obligations of all users in relation to the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, You may not access the Service.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy describes our policies and procedures regarding the collection, use and disclosure of Your Personal Information when You use the Application or the Site and informs You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service available on [LINKSPORTS.com/privacy-policy](https://LINKSPORTS.com/privacy-policy).

#### **Goal:**

LINKSPORTS aims to be a tool that will make it easier for young athletes to demonstrate their talents to a larger audience in the sports environment.

As a tool, it will help the COACHES (coaches) and SCOUTS (scouts), to promote and identify athletes, helping them to enhance their chances of growth and ascension of young people interested in seeking performance in the professional environment of the sport.

The participation of COACHES and SCOUTS (SCOUTS) within the Linksports platform has a fundamental role in increasing the visibility of athletes, engagement in the execution of challenges and the potential boost of their careers, by actively participating in the platform, fostering / assisting athletes to display their skills and validating their *performance* data, so that they earn points and have greater visibility before fans and professionals of the sport, including scouts, coaches and coaches of schools, professional teams.

#### **Definitions:**

"Personal Data": Refers to information that can identify you directly or in combination with other information. This includes, but is not limited to, your name, email address, phone number, and payment information.

"Sensitive Data": This is especially sensitive information, such as data on health, race, ethnic origin, sexual orientation and religious beliefs. Children and adolescent data and information is also considered sensitive information.

"Coaches": All individuals **registered as "COACH" on the Platform**, who work professionally, as volunteers or receiving payment, with or without professional training, whose full-time or part-time activity develops the technical aptitude of the young person for the practice of football.

"Schools": All non-governmental legal personalities included in the sports practice **registered as "SCHOOL" on the platform**, whose social or business objective is the development of the sports practice of football, which are: Football Schools, Sports Associations, Clubs, Physical Education Schools, Academies, Gyms, Neighborhood Associations with promotion of sports practices supported by professionals or volunteers of physical education, as well as all other entities that hire paid or volunteer physical education teachers for the development of basic categories (up to under-16) and other categories that include as clients, or beneficiaries, young athletes.

"Scouts": All individuals **registered as "Scouts" on the Platform**, who work professionally, as volunteers or receiving payment, in full-time or part-time activity, in the technical evaluation of young athletes for the practice of football.

"Images and Videos": Refers to images, videos or any other information of a sensitive nature that may be provided by you while using our services.

"AI and Machine Learning": Refers to the use of Artificial Intelligence and machine learning techniques to improve the user experience and evaluate users according to platform metrics.

"Registered User": Means a User who has created a User Account.

"Service": Refers to the services provided by Us to Users through the LINKSPORTS Platform (which will be hosted online and through a mobile application), including the services provided by LINKSPORTS to its Users and stakeholders.

"Terms and Conditions" (also referred to as "Terms") means these Terms and Conditions which form the entire agreement between Users and the Company regarding the use of the Service.

"Third Party Social Media Service" means any service or content (including data, information, products or services) provided by third parties that may be displayed, included or made available by the Service.

"Unregistered User" means a visitor to the Website, who has not yet created a User Account.

"User Account" means the account that a Registered User or, a Supporter, [a Player or a Club] creates, on its own behalf, on the LINKSPORTS Platform.

"User" or "You" means the individual accessing or using the Service, or the company, or other legal entity on whose behalf such individual is accessing or using the Service, as applicable, including as a Registered User, in any of the profiles ("Fan"), ("Player"), ("Parent or Legal Spouse"), ("Scouts") and ("Coaches"), under the conditions "AS IS" and "AS AVAILABLE"

"Site" refers to the LINKSPORTS presentation/corporate website accessible on [www.LINKSPORTS.com](http://www.LINKSPORTS.com)

### **Using the Linksports Platform**

The LINKSPORTS Platform is available as an app that can be downloaded for free from the Apple App Store and Google Play Store. In addition, it is also available as a web application.

All users who access the LINKSPORTS Platform or download the LINKSPORTS app need to create an account using their email address while sharing their name and country of residence in order to have access to the content and features of the app.

Registered Users may perform the following actions on the LINKSPORTS Platform:

- Customize a user account by adding a profile picture and other types of personal information in the dedicated sections;
- Interact with other Registered Users and the LINKSPORTS Platform by posting comments and *liking* the activity of others on the LINKSPORTS Platform.
- Rate your general skills, *preferred position* and experiences, which will be recorded in your public profile;
- Post videos of your games or any others you want and that are related to the practice of football;
- Meet *Challenges* stipulated by the application itself, recording its results through the "*upload*" of videos, files and other types of documents;
- Get access to up-to-date news, tutorials with new techniques, training and other tips that can stimulate your skills;
- Access, through *special plans*, orientation conversations with professionals in the segment, including teachers, physical trainers, nutritionists or even renowned players on the national scene, as well as awards and benefits;
- The Coaches who have more students/athletes registered and linked on the platform, will be highlighted on the Linksports platform, reflecting their engagement and commitment to the development of athletes and football, boosting their image and recognition, by potential new students, professional clubs and other entities linked to the sport.

Registered Users are solely responsible for their own behavior when accessing and using the LINKSPORTS Platform. You agree to use the Platform only for lawful purposes and in accordance with these Terms and Conditions and any applicable laws or regulations.

Any deviation from the aforementioned obligation may be sanctioned with the exclusion of the User's account or the temporary restriction of access to the LINKSPORTS Platform.

The content published on the LINKSPORTS Platform belongs to the Registered Users who published it. By publishing on the Platform, registered users grant LINKSPORTS a non-exclusive, free, unlimited in time and territory license for the reproduction, publication, transmission and dissemination of the content.

Registered Users retain all responsibility regarding the accuracy, lawfulness and reality of the information posted on the platform. To this end, You agree not to create, transmit or distribute through the Platform any content that:

- **Is illegal or would constitute, encourage or provide instructions for a criminal offense, or violate the rights of any other party, violate any national or international laws or otherwise cause harm or injury to another person;**
- **Is defamatory, violent, harassing, hateful, threatening, offensive, discriminatory, abusive, indecent, invasive of privacy, misleading, fraudulent or otherwise unacceptable;**
- **May infringe a trademark, trade secret, copyright or other intellectual property right;**
- **By which You impersonate another person or entity or by which Your affiliation with a person or entity is incorrectly created;**
- **Is intended to deceive or deceive other Users of the LINKSPORTS Platform**

We reserve the right to remove content that is reported by other Users as violating this paragraph or that is manifestly contrary to this paragraph, without assuming any general obligation to monitor the content. To report content in accordance with this paragraph, you may contact us at [info@linksports.com](mailto:info@linksports.com).

### **Use and Sharing of Data**

The platform respects the General Data Protection Law and will not make public the data of registered athletes, subject to special conditions and authorizations, such as:

- (a) Through authorization and request formally registered by the athletes (and validated by their parents, in the case of children under 16 years of age);
- (b) The user who registers on the Platform will have the possibility to identify the name of his TRAINING AGENT or TRAINING ENTITY of which he is a part, linking them to his *profile*.
- (c) LinkSports does not guarantee or be responsible for any dispute or claim arising from or arising from negotiations between third parties, and especially the financial intermediation of athletes, provided that it is not its scope or service offered.
- (d) The platform aims to increase the visibility of its users (athletes), aiming at the democratization of opportunities for access to these opportunities for professionalization in football.

### **Authorized use**

When using a Site and/or the Application, you are required to comply with all applicable statutes, orders, regulations, rules and other laws. You may not use a Site for any fraudulent or illegal purpose, and you may not take any action to interfere with a Site or any other user use of a Site. In addition, we expect users of the Sites to respect the rights and dignity of others. By way of example and not limitation, you may not (and expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution or otherwise make available to or through a Site any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
- Reproduce, duplicate or copy any part of a Site, except as authorized by this Agreement;
- Sell, resell or otherwise exploit for any commercial purposes, the use or access to a Site or any part thereof without the prior written consent of LINKSPORTS;
- Impersonate any person or entity, falsely state or misrepresent your affiliation with any person or entity in connection with a Site, or express or imply that we endorse any statement you make;
- Remove any copyright, trademark or other proprietary rights from the Sites or materials originating from the Sites;
- Violate or attempt to violate the security of a Site;
- Disseminates on a website any viruses, worms, spyware, adware or other malicious computer code, file or program that is harmful, invasive or that can or is intended to damage or hijack the operation or monitor the use of any hardware, software or equipment;

- Use any data mining, bots, spiders, automated tools or similar methods of collecting and extracting data, directly or indirectly, on a Site or to collect any information from a Site or any other user of a Site; or
- Help or permit any person to violate this Agreement or the statutes, orders, regulations, rules and other applicable laws governing your use of the Sites.

### **User-submitted information**

You are responsible for any content you transmit through our websites. You agree, represent and warrant that any content you transmit through our Sites or to us is true, accurate, non-misleading and offered in good faith, and that you have the right to transmit such Content. You shall not upload, post or make available on or through a Site any Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such rights or authority to do so. You will be solely responsible for any damages resulting from any infringement of copyright, trademark or other proprietary rights, or any other damage resulting from such submission.

We do not want you to send, and you must not send any confidential or private content to us unless (a) it is transmitted in accordance with the activities of LINKSPORTS; (b) Specifically requested by us, including as part of a job application with LINKSPORTS; or (c) provided as tips/referrals/complaints Please note that any content submitted to LINKSPORTS other than terms (a)-(c) above will be considered non-confidential or private.

By submitting content, in addition to personally identifiable information or bank account information related to payments made through the Sites, you grant LINKSPORTS (or warrant that the owner of such Content has expressly granted LINKSPORTS) (a) royalty-free, perpetual, irrevocable, and unrestricted right and license to use, reproduce, display, modify, adapt, publish, transmit, distribute or make available to others such content (in whole or in part and for any purpose) throughout the world and/or incorporate it into other works in any form, media or technology now known or hereafter developed; (b) Exercise all copyright, trademark, publicity, privacy and other proprietary rights in relation to such content; and (c) use your name, likeness and/or other information in any and all media and/or communications. You also agree that LINKSPORTS is free to use any ideas, concepts, know-how or techniques you submit to us for any purpose.

### **Intellectual Property Rights**

LINKSPORTS owns and/or licensees all rights to the content of the LINKSPORTS Platform, including, but not limited to, images, text, trademarks, logo, web graphics, scripts and databases available on it. All right, title and interest in the LINKSPORTS Platform, including, without limitation, any intellectual property rights, as well as any know-how or ideas developed by LINKSPORTS during the provision of the Services are and shall remain the exclusive property of LINKSPORTS or its licensors at all times.

The trademarks, logo and slogans displayed on the LINKSPORTS Platform, including the "LINKSPORTS" trademark, (collectively the "Trademarks") are the property of LINKSPORTS. Nothing on the LINKSPORTS Platform shall be construed as granting any license or right to use the Trademarks without the written permission of LINKSPORTS. Your misuse of the Trademarks, or any other content on the Platform, except as provided in these Terms and Conditions, is strictly prohibited.

All content ("Content") available through the Sites is protected by copyright, trademark or other proprietary rights and laws. Except as set forth herein or otherwise agreed in writing by LINKSPORTS or other rights owners, the use of any Content available on a Site is strictly prohibited.

You may use the Linksports Public Materials from the Sites explicitly made available by LINKSPORTS for public use, provided that you (a) keep intact all copyright and other proprietary notices; (b) Use the LINKSPORTS Public Materials in accordance with any associated licenses; (c) Obtain the consent of any applicable party in relation to the copyrights of third parties, as needed, (d) use appropriate attribution where possible (e.g., "Source: LINKSports, [www.linksports.com](http://www.linksports.com)); (e) Do not make modifications to the LINKSPORTS Public Materials; (f) Do not make any additional representations or warranties regarding the LINKSPORTS Public Materials on behalf of LINKSPORTS; and (g) Do not use the LINKSPORTS Public Materials in a manner that LINKSPORTS deems inappropriate or inadvisable in its sole discretion.

All rights granted herein are expressly granted.

## **Registered User Accounts**

Certain parts of our websites are accessible only to users who have been granted access and have been granted login credentials ("Registered Users"). If you are a Registered User, you agree to maintain and accurately update any information about yourself and your account that you have provided to LINKSPORTS.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and agree not to share your login credentials with any unauthorized parties. You also agree to promptly notify us of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to a Site by sending us an email to [info@linksports.com](mailto:info@linksports.com).

LINKSPORTS reserves the right to take any and all actions as it deems it necessary or reasonable to maintain the security of the Sites and your account, including without limitation, terminating your account, changing your password, or requesting information to authorize transactions on your account.

WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSS AND DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

## **Changes to the Sites**

We may make improvements and/or changes to the Sites, add or remove features, or terminate a Site at any time without notice. We (a) reserve the right (but have no obligation) to change the Content on the Site at any time without any notice or liability to you or any other person; and (b) do not warrant that the information on the Sites is accurate, complete, reliable, current or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

## **Third-Party Content**

Any information, statements, opinions or other Content provided by third parties and made available on our Sites are those of the respective authors and not of LINKSPORTS. We do not warrant the validity, accuracy, truthfulness, completeness, reliability, or usefulness of any information, statements, opinions, or other content on our Sites provided by third parties. Under no circumstances will LINKSPORTS be liable for any loss or damage caused, directly or indirectly, by its reliance on any third party content.

## **Links to Third Party Sites**

LINKSPORTS may provide on the Sites, only as a convenience to users, links to websites operated by third parties. If you use these links, you will leave our websites. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to protect yourself from viruses or other destructive elements. LINKSPORTS makes no warranty or representation about, or endorses or sponsors, any linked sites or the information appearing therein or any of the products or services described. The links do not imply that LINKSPORTS is legally authorized to use any trademark, trade name, logo or copyright symbol displayed or accessible through the links, or that any linked site is authorized to use any LINKSPORTS trademark, trade name, logo or copyright symbol.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS AVAILABLE THROUGH SUCH SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

## **Social Media Pages**

LINKSPORTS may maintain a presence on social media sites, including Facebook, YouTube, LinkedIn and Twitter (collectively, "Social Media Pages"), to provide a place for the public to learn more about LINKSPORTS and share comments. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect the opinions or ideas of LINKSPORTS. All visitors to our Social Media Pages must comply with the respective Terms of Use of the social media site. We review some, but not all, posts on our social media pages, and we may remove posts that we determine to be inappropriate or offensive.

## **Other Policies and Terms**

This Agreement applies solely to your access to and use of the App and the Sites and does not in any way alter the terms or conditions of any other agreement or obligation you may have with LINKSPORTS. Additional policies and terms may apply to your use of all or portions of the Sites and are incorporated by reference into this Agreement. Please review all additional specific terms and conditions as applicable, including the LINKSPORTS Privacy Policy, which describes how we collect and use information on and through the Sites.

## **Termination**

The Websites, the Application and this Agreement are in effect until terminated by LINKSPORTS. In addition to any right or remedy that may be available to LINKSPORTS under applicable law, and subject to regulatory requirements, LINKSPORTS may suspend, limit or terminate all or a portion of your access to the Sites or any of their features at any time with or without notice and with or without cause, including, without limitation, if LINKSPORTS believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions of this Agreement relating to authorized use, intellectual property rights, user-submitted information, disclaimer of warranty, limitation of liability, and indemnification, as well as any other provisions that, by their nature, must survive, will survive any termination.

You agree that if your use of the Sites is terminated in accordance with this Agreement, you will not attempt to use a Site under any name, real or assumed. You further agree that if you violate this restriction after termination of your use of the Sites, you will indemnify us and hold us harmless from any and all liability we may incur therein. We reserve the right to prosecute all violators to the fullest extent of the law.

## **Children's Privacy**

If you are under the age of 16, it will be necessary, for your registration, as well as the maintenance of any of your data, the consent and authorization of your legal representative, to access the full functionality of our Sites. It is not our intention to collect or use personal information from anyone under the age of 16, and we will only do so with consent and within the law. If we become aware that we have collected any personal information from children under the age of 16 and are asked to delete that information from our system, we will do so promptly.

## **Disclaimer of Warranty**

LINKSPORTS DOES NOT WARRANT OR MAKE ANY REPRESENTATION ABOUT THE USE, VALIDITY, ACCURACY, RELIABILITY OR OTHERWISE RESPECT OF THE CONTENT AVAILABLE ON THE SITES OR ANY OTHER LINKED SITES OR THE SITES. DOWNLOADING OR OBTAINING ANY CONTENT THROUGH THE SITES IS DONE AT YOUR OWN RISK. THE CONTENT OF THE SITES IS PROVIDED "AS IS" AND ON AN "AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, LINKSPORTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-ENJOYMENT.

## **Limitation of Liability**

LINKSPORTS AND EACH OF ITS DIRECTORS, DIRECTORS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "RELEASES") SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES, THE CONTENT OR LINKS FROM THE SITES, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURES. LINKSPORTS SHALL NOT BE LIABLE FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR THIRD PARTY.

NOR SHALL THEY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE LIABILITIES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

THE LINKSPORTS PLATFORM DOES NOT HAVE ANY EMPLOYMENT RELATIONSHIPS WITH COACHES AND SCOUTS. BY THE CURRENT TERMS OF USE, LINKSPORTS DOES NOT INTERFERE, HAS NO AUTHORITY, NOR MANDATE OF THE ATHLETES OR THEIR PARENTS/LEGAL REPRESENTATIVES, TO ACT IN THE AGENCY OF CAREERS, NOR ASSESSING ANY BENEFIT OR RELATED COMMISSIONS, WHETHER IN RELATION TO ONGOING OR FUTURE NEGOTIATIONS, BETWEEN TEACHERS, SCHOOL OWNERS AND ASSOCIATION LEADERS, PARENTS, PLAYERS, SCOUTS, CLUBS, FEDERATIONS, OR CONFEDERATIONS.

#### **DISCLAIMER "AS IS" AND "AS AVAILABLE"**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted by applicable law, LINKSPORTS, on its own behalf and on behalf of its Affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise from the course of trading, course of performance, use or business practice. Without limiting the foregoing, LINKSPORTS makes no warranty or commitment and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible with or work with any other software, applications, systems or services, operate without interruption, meet any standards of performance or reliability or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither LINKSPORTS nor any of LINKSPORTS' providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included therein; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability or timeliness of any information or content provided through the Service; or (iv) that the Service, its servers, content or emails sent from or on behalf of LINKSPORTS are free of viruses, scripts, Trojan horses, worms, malware, time bombs or other harmful components.

We do not provide any investment or financial advice, nor are we an investment firm and/or professional placement. Thus, any reference to "investments" displayed on the Site and the LINKSPORTS Platform is mentioned for illustrative/metaphorical purposes only. LINKSPORTS is not an entity licensed by any competent authority relevant to the provision of any investment and/or financial services. It is at the sole discretion and judgment of a User if he wishes to make purchases or contract services with LINKSPORTS. We are not responsible for the use or interpretation of the information available on the Site and the LINKSPORTS Platform.

The Service is available only to persons who are in full civilian capacity in accordance with their national regulations. You must understand and assume the risks associated with your use of the Service.

For now, the Service is aimed only at citizens of Brazil (this should change in the future).

#### **Indemnity**

You agree to indemnify and hold harmless LINKSPORTS and its Board members, directors, directors, employees, agents and contractors from and against any and all claims, damages, losses, costs (including, without limitation, reasonable attorneys' fees) or other expenses arising directly or indirectly out of or from (a) your breach of any provision of this Agreement; b Your activities in connection with the Sites; or (c) unsolicited information that you provide to LINKSPORTS through the Sites.

#### **Consent to Communication**

If you provide us with a phone number or email address, you expressly agree that we, or our authorized agents, may use that number or email address to contact you.

When you use the Sites or send emails to LINKSPORTS, you are communicating with LINKSPORTS electronically. You agree to receive electronically any communications related to your use of the Sites. We may communicate with you by email or by posting notices on the Sites. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that



such communications be in writing. All notices from LINKSPORTS intended for receipt by a user in connection with the Sites shall be deemed delivered and effective when sent to the email address provided by the user on or through the Sites.

### **Effect of Invalidity**

In the event that a court of jurisdiction finds any part of this Agreement unenforceable, that part will not be effective and the remainder of this Agreement will remain effective.

### **Waivers**

No waiver, express or implied, by any party of any breach or default under this Agreement shall constitute a continuing waiver of such breach or default or shall be deemed a waiver of any prior or subsequent breach or default.

### **Dispute Resolution**

If You have any concerns or disputes about the Service, You agree to first attempt to resolve the dispute amicably by contacting the Company.

### **International Users**

The Sites are controlled, operated and administered by LINKSPORTS (or its licensors) from its offices within Ontario, Canada and are not intended to subject LINKSPORTS to the laws or jurisdiction of any state, country or territory other than that of CANADA. LINKSPORTS DOES NOT REPRESENT OR WARRANT THAT THE SITES OR ANY PORTION THEREOF ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN CANADA. Those who choose to access the Sites do so on their own initiative and at their own risk, and are responsible for complying with all applicable jurisdictional statutes, orders, regulations, rules and other laws.

### **Choice of Law**

You agree that any dispute relating to the Sites, this Agreement or the Privacy Policy shall be governed by the laws of Ontario, Canada. You also consent to the adjudication of any disputes arising in connection with the Sites, this Agreement or the Privacy Policy in the state and federal courts of Canada.

### **Translation Interpretation**

These Terms and Conditions may have been translated if we have made them available to you on our Service. You agree that the original English text will prevail in the event of a dispute.

### **Updates to this Agreement**

We reserve the right, in Our sole discretion, to modify or replace these Terms at any time.

Please check the "Last Updated" caption at the top of this page to see when this Agreement was last revised. Changes will take effect immediately after they are posted. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes that may affect you.

If you do not agree to this Agreement as modified, then you must discontinue use of the Sites. Your continued use of the Site and App, upon acceptance of the terms and conditions, will mean that you agree to this Agreement. By continuing to access or use Our Service after such revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the LINKSPORTS Platform and the Service.

### **Contact**

If you have questions about this Agreement, or if you have technical questions about the operation of the Sites, please contact us by email at: [info@linksports.com](mailto:info@linksports.com) .