

# Terms of Use

This application and its content ("DHAHAB SPORTS PLATFORM") refers to the "Dhahab Wallet" application, which is controlled and operated by dhahab sports platform itself, administered by **Dhahab Sports Agency**.

These Uso Termos are intended to define the rules to be followed for the use of the DHAHAB SPORTS PLATFORM ("Terms of Use"), in accordance with data protection laws such as LGPD/Brazil, GDPR/Europe and other laws on the subject.

# **DEAR USER, IT IS VERY IMPORTANT THAT YOU READ THE FOLLOWING TERMS:**

TO USE THE DHAHAB SPORTS PLATFORM, YOU MUST COMPLY WITH THESE TERMS OF USE, FULLY RESPONSIBLE FOR ANY AND ALL ACTS COMMITTED BY YOU ON THE DHAHAB SPORTS PLATFORM OR IN RELATED SERVICES. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS SET OUT BELOW, YOU MUST NOT USE THE DHAHAB SPORTS PLATFORM. YOU ALSO AGREE TO THE TERMS DESCRIBED IN OUR PRIVACY POLICY.

If you would like to give us any feedback on the DHAHAB SPORTS PLATFORM, have questions or need to address any matter related to these Terms of Use, please contact<u>us at contato@dhahabsports.com</u>.

#### 1. USER PREVIEW INFORMATION

- 1.1. Users who keep their assets in custody have the right to receive a series of information about the transactions made, the occurrence of events and/or the position of their assets and the statement of movement of their portfolio. In particular, for this app, the user will keep their virtual assets "DHAHAB SPORTS" within their digital wallet "Dhahab Wallet", whose functions and tools will be arranged in these Terms of Use.
- 1.2. THE DHAHAB SPORTS PLATFORM is not a cryptocurrency broker (exchange) so it is **not** responsible for the destination of tokens allocated in the user's wallet.
- 1.3. Brokers or distributors, as intermediaries of operations, and agents and providers of custody services are the main responsible for sending and making available the information to their holders.
- 1.4. THE DHAHAB SPORTS PLATFORM offers its users the service, through the Internet, through which they have access to all the information mentioned above, among others.
- 1.5. The careful reading of all information is of fundamental importance for the monitoring and conference of your balance and transactions carried out. If you are unable to access any of the information or view any movement that has not been authorized or inaccurate balance, the user should contact the call center, through chat within the application itself "Dhahab Wallet".
- 1.6. The advance of operations with digital currencies, cryptocurrencies, and new application modalities that emerge in the world with blockchain technology, have led government agencies to





update themselves on the subject. In this sense, the Central Bank of Brazil (BC) and the Brazilian Securities and Exchange Commission (CVM) of the same country issued simultaneous alerts on cryptotransactions. The two main institutions of regulation and supervision of securities and use of currencies in Brazil (BC and CVM) released notices pointing out "risks", both in the purchase and sale of currencies and in the adhering to the supply of currencies, similar to what is done with shares on the stock exchange . BC and CVM list since loss of all capital, use for illicit purposes, such as money laundering, and high volatility, in addition to associating the pyramids, which are based on network of participants with promise of gains. (link to CVM alerts: <a href="https://www.gov.br/cvm/pt-br/assuntos/protecao/alertas">https://www.gov.br/cvm/pt-br/assuntos/protecao/alertas</a>).

- 1.7. Both bodies, mentioned above, avoid the lack of guarantee on the amounts applied, which can lead to the loss of all capital. They also cite the risk of use in illicit business. The CVM listed the dangers to those who operate with cryptocurrencies, including money laundering and pyramids, cyber attack and high asset volatility. "Companies that trade or keep so-called virtual currencies on behalf of users, natural or legal persons, are not regulated, authorized or supervised by the Central Bank of Brazil," warns bc.
- 1.8. Considering the growing interest of economic agents (society and institutions) in the so-called virtual currencies, the Central Bank warns that they are neither issued nor guaranteed by any monetary authority, so they are not guaranteed conversion to sovereign currencies, nor are they backed by real assets of any kind, leaving all risk with the holders", says bc's communiqué 31,379. "Its value stems exclusively from the trust conferred by individuals to its issuer," the institution adds. CVM followed a similar line, admitting that it follows "technological innovations in the global and Brazilian financial markets" and seeks to understand "associated benefits and risks. " (Central Bank Alert: https://www.bcb.gov.br/Comunicadonumero31379.
- 1.9. Moreover, in Brazilian legislation there is still no provision for regulation on trading and concept of cryptocurrencies, however there are definitions and guidelines of the supervisory bodies mentioned above. With regard to cvm's understanding, utility tokens not considered securities because they are not provided for in the list of Article 2 of the Securities Act, as well as do not deal with income, dividends or holdings in companies, or other elements that would configure securities. Utility tokens can be exchanged for benefits, other cryptocurrencies, fiduciary money or assets in general, so they do not characterize securities. Since this time, it is understood that the DHAHAB SPORTS utility token is not subject to CM regulations.
- 1.10. Finally, U.S. (U.S.) legislation also does not deal with cryptocurrencies, as well as the SEC's non-understanding of the utility token whether or not it is characterized by securities.
- 1.11. By continuing and using the platform, the user is aware of the information provided above, as well as the risks involved in transactions involving digital assets.

### 2. THE DHAHAB SPORTS PLATFORM

2.1. THE DHAHAB SPORTS PLATFORM is a platform with Wallet, in which users can trigger their tokens in a decentralized way, through the same "blockchain" proper to the DHAHAB SPORTS PLATFORM.





- 2.2. <u>Suspension</u>. DHAHAB SPORTS PLATFORM reserves the right to suspend or cancel, at any time, your access to the application in the event of suspected fraud, unlawful benefit or advantage, or for failure to comply with any conditions set forth in these Terms of Use, privacy policy or applicable law. In such cases, no indemnification will be due to you, and THE DHAHAB SPORTS PLATFORM may promote the competent return action if necessary, as well as take any other necessary measures to pursue and safeguard your interests.
- 2.3. <u>Emergence and proposal of DHAHAB SPORTS PLATFORM</u>. DHAHAB SPORTS PLATFORM has emerged to democratize the football market in order to unite investors, sponsors, clubs and athletes.
- 2.4. <u>DHAHAB SPORTS PLATFORM Application</u>. It is a wallet used for P2P (peer-to-peer) transactions with security and online statement, being able to send tokens, receive tokens, favorite your friends, in addition to receiving benefits, it is also possible to display balances, quotation, provide proof of transactions and receive educational news about the <u>DHAHAB SPORTS PLATFORM</u>.
- 2.4.1. Users store their tokens in the DHAHAB SPORTS PLATFORM Wallet and use the functionality that the application offers, noting that the token has its quotation subject to market volatility based on various variables and conditions.
- 2.4.2. <u>Wallet</u>. Wallet or digital wallet is a mechanism that allows you to store token and cryptoassets and make transfers using your computer or mobile phone. It is software or hardware that allows a user to save their amount in cryptocurrency, and may also have other forms such as: "paper wallets" and "hard wallets". Also, on the DHAHAB SPORTS PLATFORM users have access to means of payment (cryptoactive or not) and the function of sharing *links* to invite new users.
- 2.5. The <u>decentralized character of the DHAHAB SPORTS PLATFORM</u>. The cryptocurrency DHAHAB SPORTS operates within blockchain technology, this means that transactions do not depend on validating body, because validations can be made by any member within this blockchain. Furthermore, blockchain is a technology that allows transactions to be transparent and auditable, thus ensuring the security and freedom of dhahab sports platform users.

# 3. ACCESS TO DHAHAB SPORTS PLATFORM

- 3.1. <u>Access</u>. To access the DHAHAB SPORTS PLATFORM and use its features it is necessary to register. To register, the user will provide personal information, which will be treated as described in our Privacy Policy. To learn more about the privacy of your personal information on the DHAHAB SPORTS PLATFORM, please visit our Privacy Policy at this link: <a href="https://dhahabsports.com/documents/policy privacy dhahabsports">https://dhahabsports.com/documents/policy privacy dhahabsports</a>.
- 3.2. To use the DHAHAB SPORTS PLATFORM, the user must possess full capacity for the acts of civil life, this means over 18 (eighteen) years of age or emancipated and fully capable of practicing the acts of civil life or the absolutely or relatively incapable properly represented or assisted.
- 3.3 . Ownership. From the registration, the user will be the holder of an account that can only be accessed by him. If the DHAHAB SPORTS PLATFORM detects any account made from false information, by users who, for example, do not have the minimum age allowed, that account will be automatically deleted.





- 3.4. <u>Update of Information</u>. From now on, the user undertakes to keep their personal information up to date every 06 (six) months. You also agree that you will keep your login and password secure and out of the reach of third parties and will not allow your account on the DHAHAB SPORTS PLATFORM to be used by others. In this way, the user is responsible for all actions performed on his/her account, as well as for attacks that may suffer for his carelessness or non-compliance with the terms of these terms or in our privacy policy.
- 3.5. <u>Connection via Third Parties</u>. Alternatively, THE DHAHAB SPORTS PLATFORM may offer you the possibility to register through your account of third-party services, such as marketplace, banks etc., but only when fully approved and approved by cybersecurity team. In this case, the user authorizes the DHAHAB SPORTS PLATFORM to access, store and use the information provided by third parties in order to create their account on the DHAHAB SPORTS PLATFORM.
- 3.6. <u>Express consent</u>. By reading these terms, you are expressly agreeing to and consenting to these terms of use, our privacy policy, so that the data and personal information provided to the DHAHAB SPORTS PLATFORM may be collected and processed as described in these terms or in the privacy policy.

#### 4. RIGHTS OF DHAHAB SPORTS PLATFORM ON THE APPLICATION

4.1. All rights relating to the DHAHAB SPORTS PLATFORM and its functionalities are the exclusive property of THE DHAHAB SPORTS PLATFORM, including with respect to its texts, images, layouts, software, codes, databases, graphics, articles, photographs and other content produced directly or indirectly by the DHAHAB SPORTS PLATFORM ("DHAHAB SPORTS PLATFORM Content"). The Content of THE DHAHAB SPORTS PLATFORM is protected by the laws of Autorais And Propriedade Intelectual. It is prohibited to use, copy, reproduce, modify, translate, publish, transmit, distribute, perform, upload, display, license, sell or reverse engineer dhahab sports platform content for any purpose without the prior and express consent of DHAHAB SPORTS PLATFORM. Any unauthorized use of DHAHAB SPORTS PLATFORM Content will be deemed to be a violation of the copyright and intellectual property of DHAHAB SPORTS PLATFORM.

#### 5. INTELLECTUAL PROPERTY ON THE SOFTWARE AND MATERIALS MADE AVAILABLE

- 5.1. <u>Intellectual Property</u>. For us at DHAHAB SPORTS PLATFORM, the quality of the materials made available to the user is of paramount importance. Their creation is the result of hard work, financial investments and dedication from our developers, researchers and scientists. We therefore reaffirm that the DHAHAB SPORTS PLATFORM guarantees that all rights, title and interest (including but not only copyright, trademarkand other intellectual property) in the service provided by us will remain under the ownership of the DHAHAB SPORTS PLATFORM.
- 5.2. <u>Non-acquisition of Rights</u>. The user will not acquire any ownership rights in the services and content of the DHAHAB SPORTS PLATFORM, except where expressly granted in these Terms of Use.
- 5.3. <u>Download Content</u>. It is forbidden for the user to download our content in order to store it in a database to offer to a third party other than the user himself. It is also denied that the content made available by us is used to create a database or service that can compete in any way with our business.





(according to The General Law for the Protection of Personal Data (LGPD/Brazil) and the GDPR/Europe).

#### 6. COMPLAINTS ABOUT COPYRIGHT INFRINGEMENT

6.1. Allegations that this is copyright infringement of any content available on the DHAHAB SPORTS PLATFORM should be forwarded in the e-mail atendimento@dhahabsports.com.

#### 7. RESPONSIBILITIES OF THE USER AND THE DHAHAB SPORTS PLATFORM

- 7.1. <u>Responsibility for Use</u>. You are solely responsible for the use of the DHAHAB SPORTS PLATFORM and must comply with the rules of these Terms of Use, as well as the legislation applicable to the DHAHAB SPORTS PLATFORM, as defined in our Privacy Policy, see the link: <a href="https://dhahabsports.com/documents/privacy policy dhahabsports">https://dhahabsports.com/documents/privacy policy dhahabsports</a>.
- 7.2. <u>Liability for Any Damages</u>. THE DHAHAB SPORTS PLATFORM, its controller, its affiliates, partners or employees shall not, under any circumstances, be liable for direct or indirect damages resulting from the use or inability to access or use the DHAHAB SPORTS PLATFORM or that are related to access, use or inability to access or use the DHAHAB SPORTS PLATFORM.
- 7.3. Non-Accountability. In view of the characteristics inherent to the internet environment, DHAHAB SPORTS PLATFORM is not responsible for interruptions or suspensions of connection, incomplete or failing computer transmissions, as well as technical failure of any kind, including, but not limited to, electronic malfunction of any network, hardware or software. The unavailability of internet access or the DHAHAB SPORTS PLATFORM and its partners, as well as any incorrect or incomplete information about the DHAHAB SPORTS PLATFORM and any human, technical or other failure in the processing of DHAHAB SPORTS PLATFORM information will not be considered the responsibility of the PLATFORM DHAHAB SPORTS. THE DHAHAB SPORTS PLATFORM disaggeits any liability arising from the above-mentioned facts and/or acts.
- 7.4. <u>Loss of Tokens</u>. DHAHAB SPORTS PLATFORM and its suppliers or distributors shall not be liable for loss of tokens, loss of revenue, loss of data, financial losses or indirect, special, consequential, exemplary or punitive damages, except in the cases provided by law.
- 7.5. <u>Maintenance</u>. It is the user's entire responsibility to keep the environment of his device (computer, mobile phone, tablet, among others) safe, with the use of available tools, such as antivirus, firewall, among others, in order to contribute to the prevention of electronic risks.
- 7.6. External Links. It is possible that the DHAHAB SPORTS PLATFORM may contain links to third-party websites and applications, as well as have integrated technologies. This does not imply in any way that THE DHAHAB SPORTS PLATFORM endorses, verifies, warrants or has any connection with the owners of such websites or applications, and is not responsible for its content, accuracy, policies, practices or opinions. DHAHAB SPORTS PLATFORM recommends that you read the terms of use and privacy policies of each third-party website or service that you visit or use.
- 7.7. THE DHAHAB SPORTS PLATFORM does not guarantee earnings, profits or income related to "DHAHAB SPORTS" tokens.





#### 8. ADDITIONAL INFORMATION

- 8.1. <u>Amendments</u>. To improve your experience, the DHAHAB SPORTS PLATFORM is always being updated. For this reason, these Terms of Use may be amended at any time to reflect the adjustments made. However, whenever any modification occurs, you will be informed in advance by the email address provided by you at the time of registration or by a prominent notice in the application. If you do not agree to the new Terms of Use, you may reject them, but unfortunately this means that you will no longer be able to access and make use of the DHAHAB SPORTS PLATFORM. If in any way you use the DHAHAB SPORTS PLATFORM even after changing these Terms of Use, it means that you agree to all modifications.
- 8.2. <u>Conflict between Provisions</u>. In the event of a conflict between these terms and the modified terms, the later terms shall prevail with respect to that conflict.
- 8.3. <u>Law and Forus</u>. These Terms of Use are governed by international laws and conventions on the subject. Any questions and situations not provided for in these Terms of Use will first be resolved by THE DHAHAB SPORTS PLATFORM and if they persist, the competent forum is from Dubai, United Arab Emirates, to resolve the issues arising from these terms.
- 8.4. Questions. If you have any questions, comments or suggestions, please contact us via atendimento@dhahabsports.com.

THE DHAHAB SPORTS PLATFORM appoints Luiz Henrique Lopes Jayme as the person in charge of data processing (DPO – Data Protection Officer) and is possible to contact through the following e-mail: <a href="mailto:dpo@dhahabsports.com">dpo@dhahabsports.com</a>.

## **OFFICIAL COMMUNICATION CHANNELS:**

Website: https://dhahabsports.com

Instagram: <a href="https://instagram.com/dhahabsport">https://instagram.com/dhahabsport</a>
Twitter: <a href="https://twitter.com/dhahabsports">https://twitter.com/dhahabsports</a>
Medium: <a href="https://medium.com/@dhahabsports">https://medium.com/@dhahabsports</a>

Telegram: https://t.me/dhahabsports

Tiktik: https://vm.tiktok.com/ZMLPfeMMR/

Pinterest: https://pin.it/dhahabsports

Reddit: <a href="https://www.reddit.com/dhahabsports">https://www.reddit.com/dhahabsports</a>

Also, to meet any user, we are available through online chat, 7 (seven) days a week, from 8 am to 6 pm, through Contact Us: online chat by clicking

here: <a href="https://tawk.to/chat/dhahabsports">https://tawk.to/chat/dhahabsports</a>

#### **OBSERVATIONS:**

It is extremely important that you user check if you are contacting official service channels of the DHAHAB SPORTS PLATFORM.





THE DHAHAB SPORTS PLATFORM DOES NOT CONTACT YOU VIA SMS, PHONE CALL OR E-MAIL, AS WELL AS DOES NOT ASK FOR YOUR PASSWORDS.

