

## **TERMS & CONDITIONS FOR ACQUISITION AND USE OF DIGITAL ASSETS – ENATIONS TOKENS**

### **I. CONTRACTUAL RELATIONSHIP BETWEEN THE USER AND THE OPERATOR**

1. ENATIONS TECH, a limited liability legal entity in the process of incorporation in Malta, with offices to be registered in Malta at an address defined in the articles of incorporation to be registered ("ENATIONS TECH"), initially operates its own digital platform ("Platform"), through its website: <https://buy.enations.io/en/dashboard>, which promotes the purchase and sale of digital assets, namely utility tokens – eNations Tokens –, in order to facilitate transactions and interactions between stakeholders in the sports and entertainment markets, with a focus on the universe of electronic and traditional sports.
2. The use of the Platform, as well as the commercialization of eNations Tokens, aims to create a more integrated and efficient environment for the purpose of fostering experiences in the universe of eSports and other synergies with it, in addition to stimulating global connectivity between clubs, organizations, content producers, players, influencers and other stakeholders, paving the way for international and intercontinental opportunities for greater fan engagement.
3. Through the Platform, the User can access (i) the purchase and sale of eNations Tokens and their custody provided by ENATIONS TECH; (ii) the ENTX Wallet service provided by ENATIONS TECH in accordance with these Terms and Conditions; and (iii) other services and functionalities on the Platform, which are offered directly by ENATIONS TECH in accordance with these Terms and Conditions.
4. By accepting these Terms and Conditions and using the Platform, the User understands and acknowledges that these Terms and Conditions are binding only between the User and ENATIONS TECH, limited to the period of the ITO (Initial Token Offering) defined in item a) of Clause VI – eNations Tokens Purchase Services. After the conclusion of the ITO and the distribution of the tokens, the Platform no longer maintains any link with the User's tokens, and it is certain that the management of the eNations Tokens will be carried out exclusively through third-party platforms unrelated to the Platform.

5. The Terms and Conditions govern the use of the services and functionalities of ENATIONS TECH made available to the User on or through the Platform.
6. By registering for an account on the Platform, accessing the Platform and/or using the services and functionalities of the Platform, the User agrees that he/she has read, understood and accepted these Terms and Conditions, together with any additional documents mentioned in these Terms and Conditions.
7. If the User does not understand and accept these Terms and Conditions in their entirety, the User shall not register for an ENATIONS TECH account, access or use any service and/or functionality offered by the Platform.
8. The value of eNations Tokens can fluctuate significantly and there is a material risk of economic loss when buying and selling a digital asset – eNations Token –, which is the sole responsibility of the User.
9. Finally, it is hereby made clear that ENATIONS TECH does not appear as a broker, intermediary, agent or advisor and does not have any fiduciary relationship or obligation with the User in connection with any transactions or other activities that the User undertakes while using ENATIONS TECH Services, as well as does not perform, indicate, provide any investment advice of any kind and no communication or information is provided to the User if it is intended or should be interpreted as counseling or advice of any kind.

## **II. APPLICABILITY OF THESE TERMS AND CONDITIONS**

10. These Terms and Conditions cover the following products and services accessed and/or used by the User, which are operated or otherwise made available by ENATIONS TECH:
  - (i) Platform made available through the website <https://buy.enations.io/en/dashboard> or any sub-site and/or associated domains (and/or sub-domains), to be indicated by ENATIONS TECH;

- (ii) All e-mail communications sent by ENATIONS TECH for the purpose of communicating with the User;
- (iii) The purchase of eNations Tokens in the primary market;
- (iv) ENTX Account and Wallet; and
- (v) All other services and functionalities of the Platform offered by ENATIONS TECH.

11. By using the Platform, the User is subject to the specific additional terms and conditions applicable to it, acknowledging having read and understood both ENATIONS TECH's Litepaper and its Privacy Policy, both of which are made available on the Platform.

12. The User also confirms to be fully informed about the conditions of use of eNations Tokens and is aware of the risks associated with this specific token.

13. It is essential that the User interested in using the Platform makes a careful assessment of the risks, costs and benefits involved in the acquisition and use of the eNations Tokens, and the User is solely responsible for carrying out this assessment and assuming the risks arising from this Agreement.

14. Finally, the initial offering of eNations Tokens (ITO) began in 2024, with an initial forecast of completion in the same year of reference, by way of a private sale. After the private sale phase, the eNations Tokens will be distributed to their respective owners and governed by the Terms and Conditions agreed herein between the User and the company.

### **III. CONSIDERATIONS ABOUT ENATIONS TOKENS**

15. eNations Tokens, for all intents and purposes, fall into the category of utility tokens applied as representing rights to the use/execution of a service or product linked to and for exclusive use on the Platform, having value and utility within the exclusive scope of the Platform.

16. This interpretation on the part of the User is fundamental, as it outlines important rights and responsibilities, in addition to establishing limitations and exclusions that may affect them. ENATIONS TECH hereby warns the User that, if they do not fully agree with the provisions of the Terms and Conditions, they should not acquire or use the eNations Tokens.
  
17. Furthermore, the acquisition and use of eNations Tokens under ITO are subject to compliance with these Terms and Conditions, provided that, when purchasing eNations Tokens, both the User and ENATIONS TECH are considered "Parties", committing to adhere to and respect the Terms and Conditions described herein.
  
18. Not least, if the User acquires eNations Tokens directly from ENATIONS TECH during the ITO phase, or through a third party, if applicable, the User automatically agrees to be bound by these Terms and Conditions.
  
19. eNations Tokens represent a significant innovation in the digital world, offering a wide range of functionalities which, in addition to financial representation, can currently and/or in the future offer a series of benefits and practical applications for their holders, in the following terms:
  - a) Access to Events and Competitions: eNations Tokens can be used to purchase tickets or exclusive access to eSports events and competitions, allowing holders to participate in live or online events;
  - b) Purchase Merchandising : Users can use the tokens to purchase official merchandise, such as t-shirts, caps, and other items from teams or players within the ENATIONS TECH ecosystem;
  - c) Participation in Games and Tournaments: eNations Tokens may be required to enter specific games or tournaments, functioning as an entry fee that entitles you to compete for prizes.
  - d) Voting and Community Decisions: In some ecosystems, ENATIONS TOKEN holders have the power to vote on important decisions, such as team picks, players for special events, or future directions for the platform;
  - e) Rewards and Incentives: eNations Tokens can be distributed as rewards for active participation in the community, achievements in games, or outstanding contributions to the ecosystem.
  - f) Transactions within the Ecosystem: Facilitate the buying and selling of digital content, such as game skins, custom avatars, or exclusive virtual accessories.

- g) **Access to Exclusive Content:** Tokens can unlock exclusive content, such as advanced tutorials, exclusive streams, or training sessions with professional players.
- h) **Streaming Services and Subscriptions:** Possibility to use tokens to subscribe to exclusive streaming services or premium content related to eSports.

20. Additional information on all matters relevant to eNations Tokens, ENATIONS TECH and the ecosystem it fosters can be found in detail in the Whitepaper, available in the DOWNLOADS section.

#### IV. DEFINITIONS

21. Below are the definitions of the terms used in accordance with these Terms and Conditions of Use of the Platform, for the purposes of the User's better understanding:

- a) **Affiliate:** means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with ENATIONS TECH;
- b) **Access to exclusive content:** Users who purchase eNations Tokens have privileged access to exclusive content, including previews of new releases and specialized content;
- c) **Services and features:** Access to exclusive services and customizations, improving the user experience on the Platform.
- d) **Transaction Facilitation:** eNations Tokens facilitate the purchase of virtual items, access to events, and exchanges within the Platform.
- e) **Participation in Exclusive Events:** eNations Token holders have the opportunity to participate in exclusive events organized by ENATIONS TECH, and its partners, providing unique experiences and the chance to interact with community members in exclusive environments.
- f) **eNations Tokens:** decentralized cryptographic utility token issued on the Platform by ENATIONS TECH.
- g) **ENTX Wallet:** A digital wallet operated by ENATIONS TECH that allows users to store eNations Tokens independently.
- h) **Other Goods:** other goods, assets and benefits that ENATIONS TECH may give Users the opportunity to earn and gain access to through the ENATIONS TECH Platform, if and when available.
- i) **Partners:** any third party entity or individual with whom ENATIONS TECH or any of its affiliates has a partnership agreement regulating their relationship and who is subsequently integrated into the Platform.

- j) **Platform:** digital platform managed and operated by ENATIONS TECH, based on blockchain technology with the aim of offering the purchase and sale of eNations Tokens.

**V. ENTX ACCOUNT (REGISTRATION, ELIGIBILITY, IDENTITY VERIFICATION, AND SECURITY)**

22. The User must register and open an account with ENATIONS TECH before accessing and using any of the services and functionalities available on the Platform.
23. A User can only access the Platform if they have created an user account on it, provided that all actions carried out by the User on the Platform or on the ENTX Account are subject to the Terms and Conditions, and the User must provide their username, e-mail address, mobile number and any other details requested by ENATIONS TECH, and accept, additionally, the Privacy Policy and other terms that may be applicable, and ENATIONS TECH may refuse, at its discretion, to open their User account on the Platform.
24. 24. The User's account on the Platform is linked exclusively to their personal identity and they may not have more than one account. Furthermore, the User may not maintain or use accounts on the Platform for and on behalf of other third party users or third parties outside the Platform. The name chosen by the User for their account linked to the Platform will be publicly displayed therein, and it is advisable that such name does not contain or consist of personally identifiable information other than that requested by the Platform, it being understood that the registered user name may be changed, updated or altered by the User at any time, provided that it does not violate the provisions of the Terms and Conditions.
25. In order to receive the eNations Tokens purchased from ENATIONS TECH, it is essential that the User has a wallet compatible with the ENTX standard (Polygon – MATIC - <https://polygonscan.com/token/0x9ceEAa2C9d33783d6B9B8288a94E40cd405c34E2>) , having two wallet options available for their convenience: their own and an external one, being certain that ENATIONS TECH does not sell eNations Tokens directly, but rather facilitates the exchange between users through our technology.

26. By registering to create an account on the Platform, the User declares and warrants that: (i) is eighteen (18) years of age or older, if the legal age for entering into a binding contract is different under applicable laws; (ii) has full legal capacity and sufficient authorizations to enter into these Terms and Conditions; (iii) has not previously been suspended or prohibited from using the services and features of the Platform; (iv) does not currently have another account on the Platform; (v) your conduct will not violate any and all applicable laws and regulations, including but not limited to anti-money laundering, anti-corruption, anti-terrorist sanctions and financing laws and regulations, and foreign exchange control laws; and (vi) does not reside in any Jurisdiction that is unlawfully practicing the subject matter of the Platform.
27. It is imperative that the User confirms that he/she is not a citizen of the United States of America or of any region where the possession, use and purchase and sale of eNations Tokens, as well as the services offered by the ENATIONS TECH Platform, are prohibited by law. If you are identified as a citizen of one of these locations, including the United States of America, we reserve the right to disable any registration made by you without prior notice.
28. Only the User who has successfully completed the verification procedure and the due diligence procedures, to the sole and absolute satisfaction of ENATIONS TECH, will be eligible to use the services and functionalities of the Platform. As part of its procedures, ENATIONS TECH may require the User to provide additional documents and information (e.g. photographs and/or videos proving the existence of such documents and information) to prove the User's identity, residence, reputation, funds, assets and/or eligibility.
29. The User agrees to provide complete and accurate information when opening an account with ENATIONS TECH and agrees to timely update any information the User has provided to ENATIONS TECH in order to maintain the integrity and accuracy of the information. In addition, and notwithstanding anything to the contrary contained in these Terms and Conditions or any other applicable policies, the User agrees, in a timely manner, and upon request of ENATIONS TECH, to provide any updated information and details regarding the User's knowledge.
30. Any information will be used to verify the identity of Users, identify traces of money laundering, terrorist financing, fraud, exchange control compliance and other financial crimes through the Platform, or for other legal purposes stated by ENATIONS TECH.

31. The User also authorizes ENATIONS TECH to conduct the necessary investigations directly or through third parties to verify his/her identity or to protect the User and ENATIONS TECH from financial crimes such as fraud, including but not limited to the name, email address, contact information, telephone number, identity document issued by the government of domicile/residence, date of birth, proof of address, source of wealth and income and other information of the User, collected during the registration of the account on the Platform, which depends on the amounts spent or deposited on it, and the User hereby confirms that they are true and accurate.
  
32. ENATIONS TECH is committed to maintaining the security of eNations Tokens acquired by Users and has implemented industry-standard protection for this purpose. In this regard, the User agrees to treat his/her access credentials (such password) as confidential information and not to disclose such information to third parties, being solely responsible for taking the necessary security measures to protect his/her account and personal information.
  
33. By creating an ENATIONS TECH account, the User agrees that he/she shall notify ENATIONS TECH immediately if he/she becomes aware of any unauthorized transaction or use of his/her account and password on the Platform or any other violation of the security rules, so that he/she will strictly comply with all mechanisms or procedures of the Platform and/or ENATIONS TECH, in relation to security, authentication, trading, billing, and selling and purchasing.

## **VI. ENATIONS TOKEN PURCHASE SERVICES**

### **A) ITO phase**

34. During the ITO phase, the price established per token is equivalent to 0.123 USDT. It should be noted that the only payment method accepted for the acquisition of ENATIONS TECH is through USDT, and the possibility of payment in cash is expressly excluded, as well as the use of any financial or other applicable intermediaries. Furthermore, the acquisition of eNations Tokens by means other than the official platform is not recognized as valid by the company, and it is certain that the completion of the purchase and the



consequent acquisition of eNations Tokens only takes place after ENATIONS TECH has received the full amount of the purchase price, which is linked to the USDT.

**35. In addition, it is important to note that the transfer and exchange of eNations Tokens between users, through exchanges, is only permitted subsequent to the conclusion of the ITO, and without any interference by ENATIONS TECH. It should be emphasized that, from that moment on, such operations are configured as direct transactions between users (secondary market), and there is no responsibility or involvement of ENATIONS TECH in relation to these activities. Thus, the trading of eNations Tokens after the ITO takes place falls exclusively within the scope of the relationship between users, and is completely separate from ENATIONS TECH's obligations and responsibilities.**

36. Finally, it is crucial to highlight that ENATIONS TECH's interaction with the User is limited to the period of the ITO (Initial Token Offering). After the conclusion of this phase, the distribution of the eNations Tokens on the Platform no longer maintains any link with the User's eNations Tokens and management of the tokens will be carried out exclusively through third-party platforms.

B) After the ITO phase

37. ENATIONS TECH will distribute the purchased amount of eNations Tokens to the User immediately upon the ITO phase is over, and the transfer of such assets prior to its completion is prohibited.

38. After the phase defined above, the User may purchase eNations Tokens sold by ENATIONS TECH on the Platform, it being understood that if the User makes a purchase of eNations Tokens, the purchased eNations Tokens are automatically added to the User's ENTX Wallet.

39. To make a Purchase of eNations Tokens, the User may use any of the payment methods made available to them on the Platform. By selecting a payment method offered by the Platform, the User agrees to the Terms and Conditions of use of the payment provider and accepts any fees applicable to the transactions, which will be added to the purchase price paid by the User, without any liability on the part of ENATIONS TECH.

40. Due to the provision of the services and functionalities, the User understands and acknowledges that the purchase of eNations Tokens cannot be canceled after the request on the Platform for their acquisition, being certain that all payments, including taxes – fees and taxes, are final and non-refundable, for any reason.
41. If ENATIONS TECH determines that the User has attempted to make a purchase of eNations Tokens in violation of these Terms and Conditions or any applicable laws and regulations, such attempted purchase shall be deemed invalid and/or void *ab initio*, provided that ENATIONS TECH shall not be obliged to transfer any eNations Tokens to the User and shall have no obligation to the User whatsoever in relation to such attempted purchase.
42. ENATIONS TECH may, at any time and in its sole discretion, refuse or discontinue any purchase request, order, or other request related to ENTX, impose limits on the quantities of purchases that may be completed, on daily or otherwise periodic basis, or impose any other conditions or restrictions on the User's participation in the Platform, without prior notice, as follows: (a) limit the number of orders the User may place; (b) restrict transaction requests from certain locations; or (c) restrict transactions if there is a reasonable suspicion of fraud, diminished capacity, improper or illegal activity, including but not limited to market abuse, or if ENATIONS TECH has reasonable suspicion of its ownership in whole or in a part of the eNations Tokens.
43. By accepting these Terms and Conditions, the User acknowledges that the value of eNations Tokens may fluctuate significantly at any time, depending on external financial market forces beyond the control of ENATIONS TECH. Any purchased eNations Tokens will be stored in the ENTX Wallet, subject to the Terms and Conditions.

## **VII. ENTX WALLET**

44. The ENTX Wallet is a blockchain wallet that allows the User to hold eNations Tokens, and it does not allow the User to hold any other blockchain-based assets that are compatible with the blockchain provided by ENATIONS TECH. Furthermore, it is necessary to say that the ENTX Wallet will never carry out the custody of the eNations Tokens, being certain that, once transferred to the User, the User will conduct the

respective assets autonomously and independently through direct interaction with other users on other blockchain platforms and/or compatible applications.

45. It is also hereby defined that ENATIONS TECH has no responsibility for the storage of any user's eNations Tokens in the ENTX Wallet linked to the Platform, and it is certain that the User shall act fully independently and without assistance from ENATIONS TECH, in case of loss or improper access by third parties.
46. The User acknowledges that access to the ENTX Wallet will be available to the User for as long as the User has access to the Platform, displaying the balance of eNations Tokens held by the User and including a transaction history containing all inflows and outflows of eNations Tokens, as a complementary part of the services and functionalities offered on the Platform.
47. The User understands and acknowledges that ENATIONS TECH does not separate the eNations Tokens of the different users of the network, but stores them in one or more addresses owned by ENATIONS TECH, provided that the private keys of the storage addresses are under the exclusive control of ENATIONS TECH.
48. By accepting these Terms and Conditions, the User appoints ENATIONS TECH to act as custodian of all eNations Tokens that are and will be the object of the User's transactions.
49. The User may load and/or reload the ENTX Wallet by purchasing eNations Tokens on the Platform.
50. The User is obliged to carefully follow the eNations Token transfer instructions provided by the Platform, and ENATIONS TECH reserves the right to investigate the origin of any eNations Token sent to the User's ENTX Wallet, and may deny or suspend the execution of a transaction request if such action is reasonably necessary to comply with any contractual or regulatory obligations.
51. Under no circumstances should a User attempt to use the ENTX Wallet to store, send, request or receive unsupported assets, it being understood that ENATIONS TECH

assumes no responsibility or liability in relation to any attempt by a User to use the ENTX Wallet in this regard.

52. ENATIONS TECH is committed to maintaining the security of the ENTX Wallet to protect the eNations Tokens, however, the User is fully responsible for the security of the access credentials required to gain access to the User's account on the Platform and, therefore, to the ENTX Wallet.
53. The User understands that all actions carried out in the ENTX Wallet will be considered as actions performed by the User, provided that the User acknowledges that ENATIONS TECH assumes no responsibility or liability for any loss or damage caused by the authorized or unauthorized use of access credentials or other personal uses.
54. If the User has any questions regarding the compromise of the account on the ENATIONS TECH Platform, either individually or by third parties beyond their knowledge, in the ITO phase, the User must immediately notify ENATIONS TECH through the channel available on the Platform. In this case, the User may choose to set up an additional password to transfer eNations Tokens from the ENTX Wallet to another account in order to increase security.
55. In the event that the User has forgotten the password to access their account on the Platform, ENATIONS TECH will help to reset it, but cannot guarantee when this reset process will be completed and, therefore, ENATIONS TECH is exempt from any liability for such direct or indirect losses caused by the User.
56. ENATIONS TECH explicitly reserves the right to suspend access to the User's ENTX Wallet and/or block the eNations Tokens in its possession, at any time and without prior notice, in the following cases: (i) any breach of these Terms and Conditions or any applicable laws and regulations; (ii) any risk of breach of international sanctions or AML requirements; (iii) any violation of the Terms and Conditions or Eligibility Requirements; (iv) fraud, cheating, or misuse of the ENTX Wallet by the User; (v) any irregular or illegal activity associated with the ENTX Wallet; (vi) if the ENTX Wallet is held for the benefit and/or on behalf of a third party; (vii) if the User uses a credit card that does not belong to the User; and (viii) if the User does not comply with the requirements/restrictions related to KYC/due diligence and/or international sanctions.

## **VIII. DECLARATIONS AND WARRANTIES**

57. By accepting these Terms and Conditions, the User represents and warrants to ENATIONS TECH that the eNations Tokens are not intended to constitute securities in any way, units of a corporate fund, units of a collective investment scheme or any other form of regulated investment in any jurisdictions.
58. In addition, the User acknowledges and agrees that the eNations Tokens do not grant the User any type of participating and/or voting rights with ENATIONS TECH.
59. The User acknowledges and agrees that eNations Tokens cannot be qualified as electronic money under the applicable legislation on electronic money and payment institutions and/or as a financial instrument under the Markets in Financial Instruments Act and therefore not applicable to the services and functionalities of the Platform.

## **IX. SUSPENSION, RESTRICTION OR TERMINATION OF THE USER'S ACCOUNT ON THE PLATFORM**

60. In the event of any of the events that threaten the integrity of the Platform and/or the ENTX Wallet, ENATIONS TECH shall have the right to directly terminate these Terms and Conditions by canceling the User's account, and shall have the right, to permanently block, and even cancel the accessibility authorizations of the account and the ENTX Wallet, without prejudice to being compensated for any losses and damages. In this case, any account data that meets data retention standards will be securely stored for five (5) or ten (10) years, depending on the respective information, in accordance with applicable laws and regulations.
61. In view of the above, the User may request the deactivation and/or deletion of his/her account on the Platform at any time. In this case, the User acknowledges the possibility of full loss of the funds related to the eNations Tokens held by him/her, to be defined at the sole discretion of ENATIONS TECH.

62. If the User's account on the Platform is deactivated and/or deleted, the User shall be permitted to transfer any eNations Tokens associated with his/her account on the Platform, unless such transfer is prohibited (i) by law, including but not limited to applicable sanctions, or (ii) by a subpoena, injunction and/or court order.
63. Upon deactivation and/or deletion of the User's account on the Platform, the provisions governing limitation of liability and indemnification, applicable laws, dispute resolution, termination and any other provision of these Terms and Conditions which, by their nature supervening, shall be applied and valid as usual.

#### **X. GENERAL USER CONDUCT AND PROHIBITIONS ON THE PLATFORM**

64. The User agrees that he/she is responsible for his/her conduct and actions when using the services and functionalities on the Platform, and therefore liable to suffer the consequences provided for in these Terms and Conditions. In addition, the User agrees to refrain, unless applicable law requires, from: (i) collecting, storing or sharing any personally identifiable information from other Users of the Platform without their express consent; (ii) extracting or indexing the services and functionalities or content of other users of the Platform, including their personal information; (iii) use the services and features of the Platform, or any part thereof, for any commercial purpose or in a manner not permitted by these Terms and Conditions, including, but not limited to: (a) collecting items or resources on the Platform for sale outside of the Platform, (b) using services or functionalities of the Platform in exchange for payment other than that permitted by the Platform, taking into consideration the sale, resale or rental of your ENTX account/Wallet; (d) attempt to access or search the services and functionalities of the Platform through the use of any technology or means other than those provided by ENATIONS TECH or other third-party browsers generally available on the market, including but not limited to automation software, bots, spiders, crawlers, data mining tools, hacks, tools, agents, mechanisms, or devices of any kind; (e) attempt to use anonymous services or software, such as proxy servers, VPNs, or the like, to circumvent the restrictions of jurisdictions that do not authorize the services and functionality of the Platform; (f) attempt to decipher, decompile, defragment or do any act to provide the services and functionalities not intended by the Platform; (g) ignore, remove, disable, decrypt or otherwise circumvent any technological measure implemented by the Platform; (h) use, display, mirror or frame the services and functionalities of the Platform, including the name ENATIONS TECH, any trademark, logo or other proprietary information of ENATIONS TECH, or the layout and design of any electronic page of the Platform, without the express consent of ENATIONS TECH; (i) post, publish, submit or transmit any content that infringes, misappropriates or violates any patents,

copyrights, trademarks, trade secrets, moral rights or other intellectual property rights of any third party, or rights of publicity or privacy of ENATIONS TECH; (j) access, tamper with, or use non-public areas of the Platform's services and functionalities; (k) probe, scan, or test the vulnerability of any system, network, or services and functionality of the Platform, or breach any security or authentication measures pertaining thereto; (l) use any meta tags or other hidden text using any of the trademarks registered on the Platform or owned by ENATIONS TECH; (m) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the services and functionalities to send altered, misleading, or false source identification information; (n) interfere or attempt to interfere with any user's, host's, or network's access, including, without limitation, virus-involving, overloading, flooding, spamming, or mailbombing the Services and functionality; (o) delete, obscure or in any way alter any attribution, notice or link that appears on the services or functionalities of the Platform; (p) violate any applicable law or regulation or encourage or permit any other User to do so.

## **XI. LIMITATION OF LIABILITY AND INDEMNIFICATION**

65. ENATIONS TECH, its affiliates, its partners, officers, collaborators, employees, service providers, among others related to it, and any other party involved in the creation, production, or delivery of the services and features, including its partners, shall not be liable for any indirect, special, incidental, consequential, or other losses of any kind, whether in tort, contract, or otherwise, including, but not limited to, loss of revenue, income or profits, and loss of use or data, arising out of or in connection with the use of the Platform by the User.
66. ENATIONS TECH's liability and duty to indemnify for unlawful contract acts that generate a breach in compliance of the Terms and Conditions, arising from or related to the use of the services and functionalities of the Platform by the User shall be limited an amount equivalent in Reais to EUR 10,000.00 (ten thousand euros).
67. Notwithstanding the foregoing, nothing in these Terms and Conditions will limit or exclude any liability for death or personal injury; limit or exclude any liability of the User for fraud or fraudulent misrepresentation; limit or exclude any liability if the damage occurred as a result of willful misconduct or gross negligence; limit any liabilities in any way that is not permitted by applicable law; or exclude any liabilities which cannot be excluded in the Terms and Conditions.

68. 68. To the maximum extent permitted by Applicable Law, as well as in the provisions of these Terms and Conditions, the User shall indemnify, defend and hold ENATIONS TECH, its affiliates, its partners, officers, employees, service providers, among others, harmless from any and all claims, damages, losses, lawsuits, demands, proceedings, expenses and/or liabilities, including, but not limited to, reasonable attorneys' fees incurred/incurred by the User or any third party against anyone, expense and/or liability, including, but not limited to, reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification, filed/incurred by the User or any third party against anyone arising from a breach of any warranty, representation or obligation on its part in the Terms and Conditions herein.

69. 69. Without prejudice to the foregoing, and to the fullest extent permitted by Applicable Law as well as the provisions in these Terms and Conditions, ENATIONS TECH expressly disclaims liability and shall in no event be liable to any person for: (i) any loss, hack or theft of your ENTX Account/Wallet as a result of phishing, pharming, vishing, smishing or any other method as a result of any of your transactions and/or payment methods used on the Platform; (ii) any loss related to the User's provision to third parties of their login, security data, private keys, improper integration of an API; (iii) failure, malfunction or breakdown or interruption of the operation of the Platform; (iv) failure, malfunction or interruption of the Platform due to occurrences of hard forking, hacks, cyber attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise; (v) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, use, storage, transmission mechanisms and tradability of the Platform.

## **XII. APPLICABLE TAXES**

70. Payments made by the User for the purchase of eNations Tokens exclude all applicable taxes, provided that it is the User's obligation to determine and understand the taxes levied on the purchase of eNations Tokens, provided that the User is entirely responsible for withholding, collecting, reporting and making the payment of the appropriate taxes to the tax authorities, ENATIONS TECH is exempt from any liability related to the management, declaration or payment of taxes arising from its eNations Token transactions.



71. 71. The User understands and acknowledges that the Platform will charge a specific amount for some transactions related to eNations Tokens, in accordance with the rate table, which ENATIONS TECH may, at its sole discretion, update at any time. In this regard, the User hereby authorizes the withholding of the amounts provided for in the rate table from the balance available in the ENTX account/Wallet of any applicable fees due to ENATIONS TECH, in accordance with the rate table.

### **XIII. GENERAL PROVISIONS**

72. These Terms and Conditions contain the entire understanding between the User and ENATIONS TECH and replace all previous Terms and Conditions, communications, understandings or agreements, verbal or written, in relation to the services and functionalities of the Platform.

73. Without prejudice to the foregoing, ENATIONS TECH reserves the right to amend these Terms and Conditions from time to time, communicating such amendments to all Users indiscriminately by e-mail, it being understood that the amended Terms and Conditions will come into force immediately after publication of such notice on the Platform.

74. ENATIONS TECH declares that it will not disclose and/or process the User's personal data in any way other than established in these Terms and Conditions and other policies verified on the Platform or required by Applicable Legislation or by order of a court or competent governmental authority or regulatory institution.

75. By accepting these Terms and Conditions, the User expressly agrees and consents to their Personal Data being disclosed to third parties to the extent necessary for compliance with applicable laws or regulations.

76. It is hereby established that the User refrains from claiming any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyrights in connection with the services and functionalities of the Platform, including the ENTX Wallet trademarks, ENATIONS TECH, eNations Tokens, provided that the User agrees not to copy, transmit, distribute, sell, license, create derivative works or otherwise exploit, in whole or in part, the services and functionalities of the Platform.

77. If any provision contained in these Terms and Conditions is held to be unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability, without affecting the validity or enforceability in any manner of the remaining provisions set forth in these Terms and Conditions, which shall remain in full force and effect.
78. To the extent permitted by applicable laws, only the English language version of these Terms and Conditions is binding. In the event of any dispute or conflict, or in the event of discrepancies of interpretation between the English version of these Terms and Conditions and a version in any other language, the English version of these Terms and Conditions shall prevail in any event.
79. The User shall not have the right to assign or transfer their rights and obligations under these Terms and Conditions, in whole or in part, to any third party, without the prior written and express consent of ENATIONS TECH. On the other hand, it is hereby established that ENATIONS TECH may freely assign or transfer its rights and obligations under these Terms and Conditions, in whole or in part, to any third party of its choice, without having to obtain the User's consent, provided that the Terms and Conditions will be maintained in their entirety, without any applicable penalty or indemnity.
80. In the event of unforeseeable circumstances and/or force majeure, caused by an impediment or act that is beyond the control of ENATIONS TECH after the acceptance of these Terms and Conditions and which could not have been reasonably foreseen by ENATIONS TECH at the time of its occurrence, and consequently prevents ENATIONS TECH from fulfilling its obligations under these Terms and Conditions, ENATIONS TECH shall be exempt from these obligations, as well as any indemnities and fines arising therefrom, under any circumstances.
81. The User is aware that the Platform's services and functionalities may contain links to third-party websites as a convenience of any partnerships entered into, and declares that he/she is not responsible for the content, products or services contained therein, being certain, to the extent permitted by Applicable Law, that the User shall be solely and exclusively responsible for any access and experiences arising therefrom, assuming all risks arising from the use of any third-party websites.

82. To the maximum extent permitted by Applicable Law, the User waives the right to participate in a class action or class arbitration against ENATIONS TECH, its affiliates, its partners, officers, collaborators, employees, service providers, among others linked to it, including its partners in connection with the services and functionalities of the Platform.

#### **XIV. APPLICABLE LAW AND JURISDICTION**

83. The User waives all rights, claims and/or causes of action, present or future, under any applicable legislation and jurisdiction, including any illicit claims against ENATIONS TECH or any of its Affiliates, its partners, officers, collaborators, employees, service providers, among others linked to it, in connection with or arising from the Platform services and functionalities, and shall further hold ENATIONS TECH harmless from any and all losses, damages, taxes, liabilities and expenses that may be incurred by ENATIONS TECH in connection with or arising from such of the Platform services and functionalities.

84. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malta.

85. Except for disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, such as copyrights, trademarks, logos, trade secrets or patents, the User and ENATIONS TECH:

(i) waive the right to have any dispute arising out of or in connection with these Terms and Conditions resolved in court; and

(ii) Waive the right to a jury trial. Instead, all disputes will be resolved through binding arbitration, a process in which a dispute is sent to one or more arbitrators who review the matter and make a final and binding decision.

86. Both parties must notify each other of any dispute within 30 days of it arising by sending an e-mail to ENATIONS TECH and to the User at the e-mail address associated with their account, with the aim of trying to resolve the dispute informally before resorting to arbitration.

87. The notice provided for above shall contain your name, contact information, a detailed description of the dispute and the desired outcome, so that if the Parties do not reach an agreement within 30 days of receipt of the notice, arbitration may be initiated as follows.

88. Any dispute relating to these Terms and Conditions shall be referred to and finally settled by binding arbitration at the Chamber of Arbitration and Mediation Brazil-Canada (CAM - CCBC), in accordance with the Arbitration Rules therein.
89. Arbitration will begin by means of a communication sent by one Party to the other, requesting the installation of an Arbitral Tribunal composed of 3 (three) arbitrators and indicating in detail the subject matter of the dispute, using as a parameter the arbitration rules established by CAM - CCBC and in accordance with the following precepts: (i) the choice of arbitrators will follow the rite established in the Rules; (ii) the Arbitral Tribunal will be made up of 3 (three) arbitrators, each Party being responsible for choosing a full arbitrator and their respective alternate, in accordance with the deadlines set out in the Rules. The arbitrators appointed by the Parties shall jointly choose the name of the third arbitrator, who shall preside over the Arbitral Tribunal. If either party fails to appoint an arbitrator and/or alternate, the President of CAM - CBCC shall be responsible for making the appointment, unless otherwise provided for in the respective Rules. Likewise, if the appointed arbitrators fail to reach a consensus on the appointment of the third arbitrator, it will be up to the President of the Chamber to do so, unless the CAM - CCBC Rules provide otherwise; (iii) the Municipality of São Paulo, State of São Paulo, Brazil, will be the seat of the Arbitration and the place where the arbitral award will be issued; (iv) the language to be used in the Arbitration process will be English. As to the merits, the arbitrators shall decide on the basis of Maltese substantive law and, in the alternative, Brazilian law, with the prohibition of judgment by equity, and shall comply, as to procedure, with the provisions of this Clause, the Rules and any subsequent amendments thereto; (v) the arbitral award shall be final and its content shall be binding on the Parties and their successors; and (vi) the unsuccessful Party in the arbitral proceedings shall bear all the costs of the proceedings, including the arbitrators' fees, unless the arbitrators decide otherwise in view of the peculiarities of the dispute.
90. Judicial Measures. Notwithstanding the above provisions, each Party remains entitled to request judicial measures: (i) to obtain precautionary measures for the protection of rights prior to the commencement of the Arbitration procedure, such measure not being interpreted as a waiver of the arbitration procedure by the Parties; and
- (ii) to enforce any arbitral decision, including the arbitral award. The Parties acknowledge that any injunction obtained before the Judiciary must necessarily be reviewed by the Arbitral Tribunal, which will then decide whether to maintain, review or set aside the injunction.
91. The Parties acknowledge that any arbitral order, decision or determination shall be final and binding, with the final award constituting judicial enforcement.
92. Notwithstanding any dispute that may arise for arbitration as dispute resolution under these Terms and Conditions, the Parties shall continue to comply with their respective obligations under these Terms and Conditions.

