
Terms and Conditions for Chukker App

Version 1.0

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY DOWNLOADING CHUKKER APP, BY ACCESSING CHUKKER APP, OR BY CLICKING ACCEPT AND AGREE TO THE TERMS AND CONDITIONS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WANT TO AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, USE OR ACCESS CHUKKER APP.

1. Introduction

These terms and conditions ("**Terms**") are entered into by and between you ("**you**", "**your**" or "**User**") and Chukker App LLC, Gubelstrasse 11, 6300 Zug, Switzerland ("**Chukker App LLC**"). These Terms, including the Privacy Notice, apply to your download and use of Chukker App ("**Chukker App**"), including any data, information, and service available therein.

Chukker App LLC reserves the right to modify these Terms at any time at its sole discretion. In this case, Chukker App LLC will provide notice by changing the "last updated" date above. By continuing to access, participate in or use Chukker App, you confirm that you accept these updated Terms and all documents incorporated therein by reference. If you do not agree with these Terms, please immediately cease all access, participation or use of Chukker App.

2. Eligibility and Prohibited Jurisdictions

By downloading, accessing, participating in or using Chukker App, you represent and warrant that you:

- a) have the right, authority, legal capacity and legal age to accept these Terms;
- b) will not download, access, participate in or use Chukker App if the laws of your countries of residency and/or citizenship prohibit you from doing so in accordance with these Terms;
- c) are not subject to personal sanctions issued by the UN, US, EU or Switzerland;
- d) only download, access, participate or use the Chukker App system for your own personal use (commercial use is prohibited); and
- e) are not downloading, accessing, participating in or using Chukker App from one of the countries embargoed or restricted by the Swiss State Secretariat for Economic Affairs (SECO), including, but not limited to: Belarus, Burundi, Central African Republic, Congo, DPRK (North Korea), Guinea, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, Mali, Myanmar (Burma), Republic of South Sudan, Russia,

Somalia, Sudan, Syria, Ukraine, Venezuela, Yemen, or Zimbabwe (**"Prohibited Jurisdictions"**).

Chukker App LLC reserves the right to technically restrict the access to Chukker App based on your geographical location.

3. Chukker App

3.1 Overview

Chukker App is available for mobile devices and serves as a scoring and stats database for equine sports, and non-equine sports. Chukker App offers a diverse range of sports-related media content, provides information about players, and integrates a marketplace for job postings, ponies, media, and transport bookings. In Chukker App, you can create a user account (**"User Account"**, see Section 3.3).

3.2 Installation and Updates

Chukker App is distributed as an application for mobile devices that can be downloaded from the app stores of the relevant operating system providers and installed on a compatible mobile device. You must provide certain devices, software, and data connections to use Chukker App, which Chukker App LLC otherwise does not supply.

Chukker App LLC reserves the right to withdraw, modify or update Chukker App at its sole discretion without notice. You acknowledge and accept that Chukker App LLC may release future versions of Chukker App, which may be automatically downloaded to your mobile device and replace the installed version of Chukker App. By downloading and installing Chukker App, you agree to such automatic upgrading and instalment and accept that these Terms will apply to all such modifications, updates and instalments. Chukker App LLC sends you notifications from time to time, as necessary to provide Chukker App to you.

3.3 Registration / User Account

Download Chukker App and install it as described in Section 3.2. After downloading and installing Chukker App, follow the prompts to create a User Account

The registration process requires you to provide us with the following information: email address, name, phone number, date of birth, payment details, polo handicap by country, and the option of a polo or equine CV. You must provide accurate information about yourself and inform chukkerCoin GmbH of any changes to the information provided. Chukker App LLC cannot

be held responsible for any damage resulting from inaccurate or outdated information.

Chukker App LLC has the right to accept, cancel or reject any requests for User Accounts or close existing User Accounts at any time if you are in non-compliance with these Terms.

You may not maintain multiple User Accounts in Chukker App. Your User Account is personal to you and may not be sold, transferred, assigned to, or shared with, relatives, friends or others; or used by you for any commercial purposes.

3.4 User License

Subject to the terms and limitations in these Terms, Chukker App LLC hereby grants you, and you hereby accept from Chukker App LLC, a worldwide, royalty-free, non-exclusive, non-transferrable and non-sublicensable right to install Chukker App on your mobile device and use it as described in these Terms ("**License**").

By granting you the License, under no circumstances do you have a right to specific features, to a form of technical provision (e.g. a specific operating system, device, etc.), or to a specific use of Chukker App.

The License also does not grant you any rights to use, license, reproduce, display, or otherwise utilise any logos, trademarks, or copyrights of Chukker App, and does not result in any transfer or assignment of intellectual property rights from Chukker App LLC to you.

3.5 Security of your User Account

You are responsible for keeping your device, Chukker App and your User Account safe and secure, and you must notify us promptly (and in any event no later than 2 days) of any unauthorised use or security breach of your User Account or Chukker App. Chukker App LLC shall not be liable for any access not authorised by you, and has no obligation to compensate you for any damages or losses that occurred.

3.6 Connect your Wallet

Some of the functionalities on Chukker App require a listing fee in chukkerCoin. chukkerCoin is an ERC-20 token that allows Users to access services and products on Chukker App. In order to settle the listing fee and use such functionalities of Chukker App, you must connect a wallet to your User Account ("**Connected Wallet**").

You are solely responsible for the security of your Connected Wallet, and any associated seed phrases, PIKs and PINs (collectively, “**Security Credentials**”). It is crucial to remember your Security Credentials, to store them in a safe place, and not to disclose them to anyone.

Chukker App LLC has no control over or access to any of your Security Credentials, your Connected Wallet, chukkerCoins or NFTs held in your Connected Wallet. Chukker App LLC will not be able to recover, restore or retrieve your Security Credentials, your chukkerCoins or other token/NFTs in your Connected Wallet. You further understand and acknowledge that the security and integrity of your Security Credentials, your Connected Wallet – and thus the tokens, chukkerCoins and NFTs held therein – are largely dependent upon the technical integrity of your device and your maintenance of appropriate confidentiality and security measures for the Security Credentials associated with your Connected Wallet.

Chukker App LLC assumes no liability for any damages, including but not limited to those associated with the disclosure, manipulation, or hacking of your Security Credentials, or those that may result in unauthorised access to your Connected Wallet.

3.7 Generation and Signature of Sign Request

In order to initiate and complete transactions, you must sign standardised transaction messages (“**Sign Requests**”). You can use Chukker App to initiate transactions from your Connected Wallet by generating Sign Requests in Chukker App. Once you have signed the Sign Request, the signed transaction will be published on the Ethereum Blockchain for execution. Chukker App will then display whether or not the transaction was successful and inform you once it is finalised.

Transactions that are signed in Chukker App with the Connected Wallet are executed directly on the Ethereum Blockchain without any involvement of Chukker App LLC. Chukker App does not execute any transactions on your behalf and does not control the execution of transactions that are initiated by you. You are fully responsible for all input you make while using the Connected Wallet. Chukker App LLC does not assume any responsibility for executed and non-executed transactions and shall not be liable for any damages arising out of or related to your use of or the inability to use the Connected Wallet to execute transactions.

3.8 KYC Check

If you want to purchase chukkerCoins (“**chukkerCoin Purchase**”), you must complete a Know Your Customer (KYC) process (“**KYC Check**”). Chukker App LLC may use third-party providers to carry out the KYC Check. You shall cooperate with Chukker App LLC and provide to Chukker App LLC, upon

request, all information that Chukker App LLC may require from time to time in connection with Chukker App LLC potential obligations under, and compliance with, applicable laws and regulations.

After receipt and successful verification of the documents, you will be activated for the chukkerCoin Purchase. Chukker App LLC will endeavour to activate the chukkerCoin Purchase within a reasonable period of time. However, you have no right to activation within a specific time period.

Chukker App LLC reserves the right to refuse activation of the chukkerCoin Purchase without stating reasons, and to exclude Users from the chukkerCoin Purchase for a specific period or permanently. Chukker App LLC is entitled to these rights in particular, but not exclusively, if:

- the KYC Check cannot be carried out or fails;
- the KYC Check could not be successfully completed; or
- the provisions of these Terms have been violated.

4. Features of Chukker App

4.1 Scoreline

The “Scoreline” section provides Users with the numerical results of sports tournaments or games, displaying the points, goals, or scores achieved by each team or player, the names of the players and the referees, as well as the number of yellow and red cards issued during the match. For instance, in a Polo match, a scoreline such as “2-1” indicates that one team scored 2 goals, while the opposing team scored 1.

Within this section, Users can only view the scoreline data related to individual matches. No additional actions, such as editing, interacting, or analysing the data, are available. The section is purely informational and designed to offer a quick and straightforward summary of the game’s outcome or progression.

4.2 Players

The “Players” section displays a list of player profiles, each containing detailed information such as age, weight, teams, prize money, scores, and other relevant details. Users can access and view this data to gain insights into individual players.

In addition to retrieving information, Users have the option to connect with players. This section combines informational content with the opportunity to establish connections, making it both a player data resource and a networking tool.

4.3 Ponies

The “Ponies” section provides Users with a comprehensive overview of available ponies and related services. This section displays detailed listings of ponies for sale, including essential information such as age, breed, characteristics, and purchase price. Users can explore these listings to learn more about individual ponies and assess potential purchase opportunities.

Beyond viewing ponies for sale, Users also have the option to rent ponies for specific durations or purposes, purchase semen from stallions for breeding purposes, or create purchase syndicates to co-own ponies with others. This section serves as a hub for pony-related information and services, offering Users multiple ways to engage with third-party providers.

chukkerCoin GmbH and Chukker App solely acts as a platform to connect Users with third-party providers. Neither Chukker App nor chukkerCoin GmbH is involved in the conclusion of a potential agreement or transaction, which are handled independently by the involved parties.

4.4 Play

The “Play” section enables users to book Polo-related activities. These include booking chukkers, reserving sessions to play Polo, registering for tournaments, or planning practice games or Polo holidays. Whether you are looking to participate actively or organise a Polo-themed getaway, this section provides all the tools and resources needed to make arrangements seamlessly.

As with other sections, Chukker App acts solely as a facilitator, connecting Users with third-party providers for bookings and services. All transactions and agreements are managed directly by the parties involved.

4.5 Shop

The “Shop” section offers a curated selection of Polo-related products and merchandise. Users can browse through a variety of items, including apparel, accessories, and other themed products celebrating the sport of Polo. This section provides a seamless shopping experience, allowing Users to explore and purchase items directly through Chukker App. Whether you are looking for stylish Polo gear or unique memorabilia, the “Shop” is the go-to destination for all your Polo needs.

4.6 Media

The “Media” section delivers a rich collection of content dedicated to the world of Polo. Users can enjoy photos, videos, and podcasts that offer insights into, highlights from, and stories about the sport. Additionally, this section includes live streams, enabling Users to watch matches and events in real time. Whether you are looking for behind-the-scenes content or want to stay up to date with the latest Polo action, the “Media” section serves as a dynamic hub for Polo enthusiasts.

4.7 Hire

The “Hire” section connects Users with a variety of job opportunities in the Polo industry. Here, Users can explore listings for roles in the fields of event management, coaching, horse care, and other positions tied to the sport. This section simplifies the process of discovering career opportunities while facilitating connections between job seekers and potential employers. However, Chukker App acts only as a platform to access job postings; all contact, negotiation, and contract finalisation occur directly between the parties involved.

4.8 Transport

The “Transport” section connects Users with transport providers in the Polo industry. Here, Users can explore transport options and providers for their ponies for polo related travel. However, Chukker App acts only as a platform to access options; all contact, negotiation, and contract finalisation occur directly between the parties involved.

5. Availability of Chukker App

Chukker App LLC is always trying to improve Chukker App. This means that Chukker App LLC may add or remove features, functionalities, and the support of certain devices and platforms in Chukker App. Chukker App may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue features of Chukker App and the support for certain devices and platforms. Events beyond our control may affect Chukker App, such as events in nature and other force majeure events, including changes in applicable regulation that prohibit the cryptographic tokens or Chukker App itself, acts of God, fire, flood, explosion, wars, terrorism, riots, cyber incidents, civil disturbances and strikes, or other work stoppages, technological change, changes in interest rates or other monetary conditions; and for the avoidance of doubt, changes to any distributed ledger network-related protocol.

6. Fees

The use of Chukker App is provided free of charge.

For certain activities, such as job or pony listings, a listing fee will be charged in chukkerCoins ("Service Fee"). The Service Fee for a specific action will be shown on Chukker App before the action is performed. All Service Fees will be settled in chukkerCoins. On top of the Service Fee, a network fee will be required to execute the transaction on the Ethereum Blockchain ("Network Fee"). Chukker App will show the estimated amount of Network Fee that is required to execute the transaction ("Fee Estimate"). Since the Fee Estimate is calculated on the expected transactions per block and previous transaction blocks, chukkerCoin GmbH does not guarantee that the Fee Estimate will be accurate. The Network Fee required to execute a transaction on the Ethereum Blockchain depends on the activity on the Ethereum Blockchain and is entirely outside of the control of chukkerCoin GmbH. If your Connected Wallet does not have enough funds to cover the Network Fee, your transaction will fail and cannot be executed by the Ethereum Blockchain. By using the Connected Wallet to initiate transactions and generate Sign Requests, you acknowledge and agree that Network Fees paid to the Ethereum Blockchain are non-refundable under all circumstances.

7. Taxes

You are solely responsible for all direct or indirect taxes, duties, charges, levies, contributions and withholdings or other fees of any kind payable under the laws of any relevant country, as well as all penalties, interest, surcharges and other costs related to the use of Chukker App.

Chukker App LLC does not provide any tax advice to you and shall have no responsibility with the payment and/or collection of any taxes. You agree to indemnify and hold Chukker App LLC harmless from and against any and all tax claims by any party.

8. Personal Data

The Privacy Notice ([Link]) describes Chukker App LLC information practices, including the types of personal data Chukker App LLC receives and collects from you, how Chukker App LLC uses and shares this personal data, and your rights in relation to the processing of your personal data. The Privacy Notice sets out the legal bases for Chukker App LLC handling of your personal data, including the collection, use, processing, sharing and transfer of such personal data.

9. Intellectual Property Rights

Except as set out otherwise in these Terms, you accept that any and all rights (including copyright, design rights, picture, movies and/or other intellectual

property rights) of chukkerCoin GmbH (in particular but not exclusively in Chukker App LLC trademark, the Chukker App LLC logo and any content available on Chukker App) shall remain in its sole property. Chukker App LLC does not assign any right, title or interest to any and all work results created or developed by Chukker App LLC under these Terms.

10. Third-Party Software and Open-Source Software

If Chukker App contains a third-party software or component, or an open-source software or component, the use of such software or component shall be subject to the terms of use of such third-party software or component or such open-source software or component.

11. Third-Party Links

Certain features of Chukker App may require you to access or visit a third-party website or application which is not owned, controlled, managed or operated by Chukker App LLC. Chukker App LLC does not take responsibility for the content or the practices of a third-party website or application. This redirection or inclusion of a linked third-party website or application in the Chukker App LLC in no way implies any endorsement from Chukker App LLC of a linked third-party website's or application's content, advertisers or sponsors. If you link to or use such third-party website or application, you do so at your own risk. If you believe that any third-party website or application includes or promotes illegal, harmful, fraudulent, infringing, obscene, defamatory, threatening, intimidating, harassing, hateful content, or racially, ethnically or otherwise offensive content, please contact us via help@chukkerapp.com so that Chukker App LLC can remove any such third-party website or application from Chukker App.

12. Adherence to these Terms

You must use Chukker App and any documents provided by us according to these Terms. If you violate these Terms, Chukker App LLC may take action with respect to your User Account, including disabling or suspending your User Account. In such a case, you must not create another User Account without Chukker App LLC permission.

13. Legal and Acceptable Use

You must access and use only for legal, authorised, and acceptable purposes. You will not use (or assist others in using) Chukker App in ways that: (a) violate, misappropriate, or infringe the rights of Chukker App LLC, other Users/customers, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) using Chukker App, for terrorist financing or illegal trades; or (f) involve any non-personal use of Chukker App unless otherwise authorised by Chukker App LLC. In addition to discontinuation of your User Account, Chukker App LLC shall have the right to take appropriate administrative and/or legal action, including, and without limitation to, criminal prosecution, as it deems necessary at its sole discretion.

14. Harm to chukkerCoin GmbH or its Users

You must not (or assist others to) directly, indirectly, through automated or other means access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit Chukker App in impermissible or unauthorised manners, or in ways that burden, impair, or harm Chukker App LLC, the other Users, Chukker App, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from Chukker App; (b) send, store, or transmit viruses or other harmful computer code through or into Chukker App; (c) gain or attempt to gain unauthorised access to Chukker App or other systems; (d) interfere with or disrupt the safety, security, or performance of Chukker App; (e) create User Accounts for Chukker App through unauthorised or automated means; (f) collect information of or about its other Users/customers in any impermissible or unauthorised manner; (g) sell, resell, rent, or charge for Chukker App in an unauthorised manner; (h) distribute or make Chukker App available over a network where it could be used by multiple devices at the same time, except as authorised through tools chukkerCoin GmbH has expressly provided; (i) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with Chukker App, including any copy thereof; (j) use Chukker App for any purpose that is illegal, unlawful, or prohibited by applicable law or against the state where Chukker App LLC or any of its affiliates is incorporated; or (k) create software or APIs that function substantially the same as Chukker App and offer them for use by third parties in an unauthorised manner.

15. Disclaimer of Warranties

The access and use of Chukker App is made at your own risk. You understand and agree that Chukker App is provided on an “as is” and “as available” basis and that Chukker App LLC expressly disclaims all warranties or conditions of any kind, whether express, implied, statutory or otherwise.

Neither Chukker App LLC nor any person associated with Chukker App LLC makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of Chukker App. Without limiting the foregoing, neither Chukker App LLC nor anyone associated with Chukker App LLC represents or warrants that Chukker App, or any services obtained through Chukker App (if any) will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that Chukker App or the server that makes it available are free of viruses or other harmful components, or that Chukker App or any services or items obtained through Chukker App (if any) will otherwise meet your needs or expectations.

16. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Chukker App LLC, its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (a) your responsibilities or obligations under these Terms; (b) your violation of these Terms; or (c) your violation of any rights of any other person or entity; (d) and any dispute between you and any other person using Chukker App.

17. Limitation of Liability

To the fullest extent permitted by law, in no event shall chukkerCoin GmbH, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your download, access, participation, use, or inability to use Chukker App, any websites linked to it, any content of such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, or any damages resulting from cyber incidents, hacking, malware, unauthorised access, data breaches, or any other form of cyberattack, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

You further understand and agree that neither the Ethereum Blockchain nor any of its implementations and/or components are under the control of and/or operated by Chukker App LLC, and that Chukker App LLC shall not be liable for any loss or injury resulting from any vulnerability or any type of malfunction or failure of the Ethereum Blockchain or any other issues resulting in loss or injury.

18. Risks

As with other blockchains, the Ethereum Blockchain is susceptible to attacks in the course of validating transactions, including, but not limited to, double-spend attacks, majority validating attacks, and selfish-validating attacks. Any successful attacks present a risk to the BIT(s), the ClickBit Tokens and the NFT on the Ethereum Blockchain, including, but not limited to, accurate execution and recording of transactions.

Any transfer of chukkerCoins on the Ethereum Blockchain is at your own risk. Chukker App LLC neither controls nor operate the Ethereum Blockchain. Chukker App LLC, its affiliates, or their licensors, service providers, employees, agents, officers, or directors are not under any circumstances liable for any costs, losses, expenses and damages whatsoever and howsoever arising in connection the use of the Ethereum Blockchain.

19. Termination

Although Chukker App LLC hopes that you remain a ChukkerApp User, you can terminate your relationship with Chukker App LLC at any time for any reason by deleting your User Account.

Chukker App LLC may also modify, suspend, or terminate your access to, participation in or use of Chukker App anytime for suspicious or unlawful conduct, including for fraud and other actions set out in Section 14, or if Chukker App LLC reasonably believes you violate these Terms or create harm, risk, or possible legal exposure for Chukker App LLC, its Users/customers, or others.

Chukker App has no predetermined termination date and may continue until such time as Chukker App LLC decides to terminate Chukker App, in which case your access to, participation in or use of Chukker App will terminate.

20. Miscellaneous

Unless a mutually executed agreement between you and Chukker App LLC states otherwise, these Terms make up the entire agreement between you and Chukker App LLC regarding Chukker App and supersede any prior agreements.

If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the

remaining provisions of these Terms will remain in full force and effect. Chukker App LLC failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Chukker App LLC reserves the right to designate in the future that certain parts of Chukker App are governed by separate terms (where, as applicable, you may separately consent).

All of Chukker App LLC rights and obligations under these Terms are freely assignable by ChukkerCoin to any of its affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and ChukkerCoin may transfer your information to any of its affiliates, successor entities, or new owner. In the event of such an assignment, these Terms will continue to govern your relationship with such third party. ChukkerCoin hopes you will continue using Chukker App, but if you do not agree to such an assignment, you must stop accessing, participating or using Chukker App by deleting your User Account.

You will not transfer any of your rights or obligations under these Terms to anyone else without Chukker App LLC prior written consent.

Except as contemplated herein, the Terms do not give any third-party beneficiary rights. If Chukker App LLC fails to enforce any provision of these Terms, it will not be considered a waiver.

Chukker App LLC reserves all rights not expressly granted to you. In certain jurisdictions, you may have legal rights as a consumer, and these Terms are not intended to limit such consumer legal rights that may not be waived by contract. Also, in certain jurisdictions, you may have legal rights as a data subject, and these Terms are not intended to limit such rights that may not be waived by contract.

21. Governing Law and Jurisdiction

These Terms shall be construed and interpreted in accordance with the substantive laws of Switzerland, excluding the Swiss conflict of law rules. The United Nations Convention for the International Sales of Goods is excluded.

Any dispute arising out of or in conjunction with these Terms shall be submitted to the exclusive jurisdiction of the ordinary courts of the city of Zug, Switzerland.

22. Contact

Any questions related to these Terms can be sent to help@chukkerapp.com.

Last updated: 23/03/25

