



# **SPORT SOCIAL**

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**MARKET**

## **CONDITIONS OF SERVICE**

*Barcelona - Spain*

Sport Social Market SL with identification number B-66853755 and address in Aribau 195 Street, 1st left. 08021 Barcelona, holds the Sport Social Market, hereinafter "SSM" digital platform.

These Terms and Conditions of Service govern relationship with Sport Social Market SL for navigation, participation and purchase of products and / or services on the SSM digital platform, in any of its versions, web, mobile app or installable software. Reading these Terms and Conditions of Service is prior and necessary requirement for participation in the digital platform through the URL: [www.sportsocialmarket.com](http://www.sportsocialmarket.com)

The mere navigation and filling the forms at disposal of the user for the registration of a user, implies full and unreserved acceptance of all acceptance and each of the provisions in these Terms and Conditions of Service, the legal notice, Policy of Cookies and Privacy Policy published on the website .

## **SSM user types**

User is considered anyone who makes use of SSM, in all its forms. There three types of user:

1. Unregistered User, that user accessing to SSM, accepting Cookies Policy, and can surf limited.
2. Registered user, user who has passed the registration process, with the possibility of accessing to the products and / or services SSM offers.
3. Manager user, with an annual payment for a membership also has access to products and / or exclusive services.

Participate in SSM implies the need to have an account as registered user. To obtain such account is required be of legal age under the law of the country of the customer's nationality. Thus, Sport Social Market SL reserves the right to suspend and / or cancel accounts registered to minors or those who have not verified their age at the request of Sport Social Market SL.

To obtain an account registered user must provide the following information:

- Country
- Email
- Username
- Name and surname
- Password

In order to purchase any product or service SSM a user must complete your profile providing the following data:

- Number of identity
- Date birth

- Address
- City
- Province / state
- Zip
- Phone

## SSM PLATFORM

SSM offers its users a platform for exchange or trading of shares in communities of athletes.

### Communities.

SSM created for each athlete a community of followers, which could be part people who purchase one or more Community Shares of the same. The community of each athlete will be composed of a specific and limited number of Community Shares depending on the category to which the athlete belongs. Any user who owns these Community Shares form, along with the rest of the people who acquire them, the community of exclusive followers of the athlete.

### Community Shares.

Give the right of:

1. Explicit recognition as member of the community of followers of the athlete in question.
2. The proximity actions, in the terms that are carried out by Sport Social Market, with athletes who have signed agreements. These actions enable members of a community, depending on existing availability, access to products, clothing, sports equipment or signed photographs, the opportunity to personally meet the athlete, to enjoy tickets to a sporting event to play, access to exclusive information about the athlete and his athletic performance.
3. At sale. The fact that communities have a limited number of Community Shares established in a suitable and less than the number of potential followers that the athlete can have in their social networks, generates demand in the market and therefore a value in themselves. Therefore, the owner can sell them for the price freely stipulated in the SSM platform.

They can be purchased in two ways:

1. In issue during the booking period through coupons, and issue price.
2. In the market through the trading platform, acquiring Community Shares through purchase, by the cross price between the purchase order that makes the buyer and the sales order by the seller.

## Coupons

They are used for reserve holdings of the communities chosen for their issuance. They can be purchased as follows:

1. For managers through the SSM platform in three formats:
  - a. Individually at a price of 10 €.
  - b. Packet, set of coupons.
  - c. Promotional packages including promotional coupons or reserves.
2. Registered by a customer through a manager.

## Categories of athletes

The communities available on the platform can be athletes of any sport and any country of the world. Sport Social Market will issue at first communities of athletes, both athlete and coaches, notwithstanding that in the near future will be expanded to other sports:

1. Categories of athletes:
  - 1.1. *Super Star*: communities are composed of a maximum of 400,000 Community Shares and are chosen as SSM criteria, the list of top athletes according to The Best FIFA.
  - 1.2. *Stars*: The communities consist of a maximum of 80,000 shares and the rest are chosen from the list of best athletes according to The Best FIFA.
  - 1.3. *International*: communities are composed of a maximum of 50,000 Community Shares and are selected from athletes who have been summoned as international at least once with the team of his country.
  - 1.4. *First Division*: communities are composed of a maximum of 25,000 Community Shares and are chosen from the clubs who are in the most important category of each country and they aren't part of any of the above categories.
  - 1.5. *Second Division and Promises*: communities are composed of a maximum of 5,000 Community Shares and are chosen from the clubs who are in the second largest category in each country. Promises are also considered those athletes who integrate some of the squad of the lower teams and clubs also have been components of national teams U-19 or U-17 country.
2. Categories of coaches:
  - 2.1. *Star*: communities are composed of a maximum of 80,000 shares and are chosen according the SSM criteria, among those with greater international recognition.
  - 2.2. *First Division*: communities are composed of a maximum of 25,000 shares and are chosen from the clubs who are in the most important category in each country.

- 2.3. *Second* Division: communities are composed of a maximum of 5,000 shares and are chosen from the clubs who are in the second largest category in each country.

### Types of communities

SSM works in order to close deals with all athletes of which a community is issued, and thus facilitate proximity actions, either with the club that owns or himself. SSM can issue communities of athletes who have not yet reached an agreement, so in the platform will be available with closed communities agreements and temporarily without them.

### Emissions of shares of a community

Each issue features the following:

1. A booking period of 60 days (start and end) where you can buy the Community Shares at starting price through coupons.
2. A total of Community Shares established by SSM, depending on the category of the athlete.
3. An initial emission value of 10€ per Community Shares.
4. An initial pool with 30% of total Community Shares established for an initial reserve. The pool should serve a basis for calculating the value of Community Shares, if the total reserve of the initial pool is not completed.
5. A minimum number of reservations units to consider the equivalent issue closed 20% of the initial pool.

At closing date of the planned issue, the Community Shares of the initial pool will be prorated between the total reserves actually made if their number of those does not achieve the total of the initial pool (30% of the issue). However, if during the booking period, and before the issue is closed, the units of the initial pool is ended, the number of Community Shares of the reservation will be extended up the remaining 70% of the units of total community.

If the day of the closing date of the issuance of a community does not reach the minimum number of reservations to consider closed the issue, coupons with which the reservations were made, which may be used will be returned to reserve units of another community will be returned; and the issuance of that community will be canceled. If the minimum value established in the issue and yet, were Community Shares available, SSM could then issue or manage by making them available on the market.

The SSM platform applies a commission of 4% as management fees, to units acquired in reserve to be paid by the purchaser.

## Second emissions

If an athlete ascends from one category to another superior, SSM reserves the right to make a second or subsequent issue with the number of additional Community Shares, ie by the number of Community Shares that are the difference of which correspond to the category above and the new category of the athlete.

SSM could also carry a new issue of up to 100,000 shares of the athlete who wins The Best FIFA.

## Period of pre-reservation

The period of advance booking began November 19, 2016 and will be available until September 1, 2017, after the ending of this period, on September 2, the reserve period will be closed and it will be opened on October 31, 2017. The next day it will be proceed to the official opening of the market on the platform of SSM with the first communities who have reached the minimum number of bookings.

## Market

The Community Shares of each community will be available in the market when the reservation period of the issue is closed, whatever the number of Community Shares which are subscribed, as long as they have reached the minimum.

Once the Community Shares are available on the market, customers, owners themselves, have the option to sell them through the SSM platform and, in turn, registered users, customers thereof could acquire them. All through simultaneous buying and selling orders and always matching the price to close the deal. That is, the clients will be the ones that will celebrate purchase agreements between them including the simultaneous coincidence between their respective offerings in which a purchase price and selling price matches. In this case, SSM will act as trading platform and, therefore, it will charge a fee of 2% of the resulting price to each of the parties, that is, the buyer and seller respectively.

In result of sales transactions and price freely fixed by the parties in the market, each athlete will reach a contribution value in the market calculated on the average price of transactions closed.

## Purchase orders

The users will have different information sources within the platform, and certain databases with graphic and audiovisual information on each of the athletes included therein.

Purchases sales of Community Shares will be formalized through previous sales orders and

purchase by its owner and anyone interested in buying, respectively. The platform will allow each of them to price their order, their duration in time, and if it agrees to consummate the whole or a part of the operation.

The validity of the orders can be 24 hours, 7 days, 30 days, 90 days or 180 days at customer choice, who likewise will be able to specify in her/his order if he want to buy / sell the number of Community Shares indicated totally or partially. Passed the period selected, if the order has not found compensation, Community Shares chosen by the seller will be restituted in his "portfolio" as will be unlocked the balance of the prospective buyer.

### **Purchasing and Returns policy**

SSM is governed by Law 34/2002, of 11 July, services of information sector and electronic commerce.

In application of this law a user will be able to cancel and receive a full refund of the products and / or services purchased in Sport Social Market SL within 14 calendar days, assuming management costs, amounting to 2% of the total amount of product and / or service, that the process entails.

The process of returning a product and / or service in SSM entails verifying the user's account claiming the refund.

## **INCIDENCES**

Incidence means an extraordinary event that is likely to affect the positions of the platform users. That is, when certain circumstances outside the normal functioning of the market or the SSM platform can substantially alter the market value of Community Shares in some of their communities.

### **Incidents are the following:**

1. Abandonment of an athlete before the twenty-nine years old or death, with Community Shares already issued and outstanding. SSM warrants to unitholders of athletes who are in this situation, the right to request the refund of the same value as in the issue. If the athlete leaves the sport at the age of twenty-nine or more, for whatever the reason is, his/her community will be still available on the platform of SSM because it is understood that his sporting career motivates his exclusive followers to keep their Community Shares.
2. Long term injury. It is understood as long term injury, whose official forecast that medical discharge to return to competition last more than 180 days. In this case, if SSM sees necessary to suspend temporarily the purchases on the web platform, always to preserve the interests of the community, will act accordingly.
3. Change an athlete of club. In the case of an athlete changes the club, the owner user keep their Community Shares. If the new Club of the athlete did not have an agreement with the

Platform, SSM will try to close a deal with the new club, if they do not have with the athlete directly, to keep the proximity actions with the athlete, keeping the community in any case despite not having done deal.

4. Low of a club coach. The user client owner of those Community Shares will keep them. SSM could make an issue of Community Shares of the new coach of Club according to their category.

## OBLIGATIONS OF THE PARTIES

The user obligations are as follows:

1. Obtaining an account on the SSM platform involves taking the commitment to make proper use of the service provided therein, in accordance with the provisions of the current regulations and herein.
2. It will refrain from using the Service for illegal or harmful purposes to the rights of Sport Social Market SL including, in enunciative form but not limited, actions that could affect the proper operation of the website, blocking or disabling the service or the adoption of behaviors that could affect or impair the contents in improper, unlawful, malicious or fraudulent way.
3. The user will keep indemnify Sport Social Market SL of any type or kind of liability arising from content posted by the user on the website.
4. The user is solely responsible for the authenticity and veracity of the personal data. Any variation or modification of their personal data shall be notified to Sport Social Market SL in the email [hola@sportsocialmarket.com](mailto:hola@sportsocialmarket.com).
5. In addition, the user is solely responsible for the information that has been provided, including the password, if such data were used by third parties to perform any act contrary to the current regulations or the provisions of these Terms of Service.
6. It is not allowed to use the Service to minors.

The obligations of Sport Social Market SL will be the followings; provide comprehensive information on service usage on the website [www.sportsocialmarket.com](http://www.sportsocialmarket.com); take the necessary actions to enable participation and enjoyment of the Service; make available to the user a doubts, complaints and claims service.

## USER SUPPORT SERVICE AND NOTICES

For any complaints or information concerning the operation of the web, quality or any other matter relating to the service, there will be a User Support Service to which the user should be addressed as soon as possible since became aware of the fact that to his claim.

You get in touch with Sport Social Market SL by email [hola@sportsocialmarket.com](mailto:hola@sportsocialmarket.com) on the



Contact section available on the website [www.sportsocialmarket.com](http://www.sportsocialmarket.com).

The same method of contact could be used for any communication or notification that the user wants to communicate due to the service, execution or any other incident that would like to inform to Sport Social Market SL.

## **MODIFICATION OF THE TERMS OF SERVICE**

Social Sport Market SL will be able to make changes to these Terms and Conditions of Service at any time, notifying the user with adequate notice before its entry into force.

## **NULLITY**

The declaration of nullity, ineffectiveness or invalidity of any of these Terms of Service will not affect the validity of the remaining conditions that will remain force and shall be binding on the parties.

The non exercise by Sport Social Market SL of any of the rights expressed in these Terms of Service will not be construed as waiver of such right.

## **LAW AND COMPETENT JURISDICTION,**

In the event that any dispute or discrepancy arises in the interpretation, application or fulfillment of these conditions and terms, both parties agree to:

- A. Attempt resolve amicably the dispute taking place.
- B. In the case that is not possible, will be subject to the laws and courts of Barcelona (Spain), thus waiving any other jurisdiction that may apply.