

TERMS AND CONDITIONS

LAST UPDATED: August 5, 2021

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS OTHER CONDITIONS AND LIMITATIONS THAT MIGHT APPLY TO YOU.

1. ACCEPTANCE OF TERMS

PROTOUCH AFRICA NFT'S is a platform that allows users the opportunity to purchase, collect, display, trade and sell digital blockchain collectibles, including, without limitation, non-fungible tokens (NFTs) created by PROTOUCH AFRICA and its affiliated companies, ("PROTOUCH "we," "us," "our") (the "Platform"). These Terms and Conditions ("Terms") apply to any websites, applications (mobile or otherwise) and online services (collectively, the "Services") where the Platform is available. These Terms constitute a legally binding agreement (the "Agreement") between you (also referred to herein as "You" or "Your") and governing your use of the Platform.

PROTOUCH AFRICA provides you access to the Platform only subject to your acceptance of these Terms and our PRIVACY POLICY which is incorporated herein by reference, and all of the terms incorporated herein. We may update these Terms at any time by posting a new version, and your continued use of the Platform Services after any such update constitutes your binding acceptance of such changes.

PLEASE READ THESE TERMS CAREFULLY. BY USING OUR PLATFORM OR ANY PART OF IT, YOU ARE AGREEING TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE PLATFORM.

YOU AFFIRM THAT YOU ARE AN INDIVIDUAL OVER THE AGE OF 18. THE PLATFORM IS NOT INTENDED FOR ANYONE UNDER THE AGE OF 18 AND YOU MAY NOT USE THE PLATFORM IF YOU ARE UNDER 18.

2. REGISTRATION OBLIGATIONS

To use the Platform, you will need to register and set up an account and electronic wallet so you can access certain functionality and purchase, collect, display, store, trade and sell PROTOUCH AFRICA NFTs. PROTOUCH AFRICA NFTs are non-fungible tokens that sit on the BLOCKSPORT blockchain. By using the Platform, you agree to the BLOCKSPORT Terms of Use which can be found [HERE](#).

When you do register with us, you agree to provide accurate, current and complete information about yourself and your location as prompted (such information being the "Registration Data") and to maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or if PROTOUCH AFRICA has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, PROTOUCH AFRICA may terminate your account in its sole discretion. You acknowledge and agree that PROTOUCH AFRICA is not and will not be liable for any loss or damage to you or anyone else arising from your failure to comply with this Section 2.

3. ACCOUNT PASSWORD AND SECURITY

You are responsible for the security of your account and wallet. When registering for the Platform, you will be required to select a username and password that will be used to access your account. You are solely responsible for maintaining the confidentiality of your password, private keys or other access credentials (“Credentials”) and for any use of your Credentials, whether by you or others. You agree to (a) keep your Credentials confidential and not share them with anyone else; (b) immediately notify PROTOUCH AFRICA of any unauthorized use of your Credentials or account or any other breach of security; and (c) use only your Credentials to access the applicable parts of the Platform. You acknowledge and agree that PROTOUCH AFRICA is not and will not be liable for any loss or damage to you or anyone else arising from your failure to comply with this Section 3.

You acknowledge and agree that PROTOUCH AFRICA is authorized to act on instructions received through use of your Credentials, and that PROTOUCH AFRICA may, but is not obligated to, deny access or block any transaction made through use of your Credentials without prior notice if we believe your password is being used by someone other than you, or for any other reason.

4. PURCHASING/ SELLING PROTOUCH AFRICA NFTS

Once you set up your account and electronic wallet, you may purchase, collect, display, trade and sell your PROTOUCH AFRICA NFTs, subject to these Terms. You may purchase PROTOUCH AFRICA NFTs on the Platform in two ways: (a) by buying PROTOUCH AFRICA NFTs from PROTOUCH AFRICA or (b) by buying PROTOUCH AFRICA NFTs direct from other users in transactions on the Platform. The description of PROTOUCH AFRICA NFTs available for purchase, including, without limitation, the availability and configuration of any PROTOUCH AFRICA NFTs will be available on the Platform prior to purchase. We reserve the right at any time in our discretion to determine and modify the types, configurations, prices and other components of any PROTOUCH AFRICA NFTs.

All purchases made on the Platform are final and non-refundable. Purchases may be made by credit card or by using one or more cryptocurrencies that we may elect to accept from time to time. We retain the right in our discretion to limit the dollar (or equivalent in other currencies) amount of any transactions on the Platform, including, without limitation, to limit the amounts that may be charged to a credit card and the number of transactions. PROTOUCH AFRICA is under no obligation to accept cryptocurrencies and we retain the right in our sole discretion to determine what currencies or payment option to accept at any time. You acknowledge and agree that all transactions on the Platform are publicly visible when made.

You are responsible for all payments, fees and costs when engaging in any transactions involving PROTOUCH AFRICA NFTs, including, without limitation, the purchase price, transaction fees and all other fees associated with you transacting on the Platform. There may be additional fees payable to PROTOUCH AFRICA even if you transact outside the Platform, for example, on another blockchain network. You acknowledge and agree that there are existing smart contracts applicable to each PROTOUCH AFRICA NFT under which PROTOUCH AFRICA is paid an additional gross amount of each sale of your validly purchased PROTOUCH AFRICA NFT on the secondary market, whether on the Platform or on a third-party platform. You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including, without limitation, any income,

sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of the Platform and your purchase of PROTOUCH AFRICA NFTs from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of PROTOUCH AFRICA NFTs.

Any transactions made through the Platform are managed and confirmed on the BLOCKSPORT PLATFORM and we use third party vendors to process our transactions (the BLOCKSPORT PLATFORM collectively, the "Third Party Vendors"). By using the Platform, you acknowledge and agree to the terms and conditions and, where applicable, the privacy policies of such vendors.

You have the limited right to sell or transfer your PROTOUCH AFRICA NFTs provided that (i) the party acquiring your PROTOUCH AFRICA NFTs accepts all of these Terms and any other applicable Third Party Vendor terms, (ii) PROTOUCH AFRICA is paid the applicable transfer or other related compensation fees and (iii) You have not at any time breached this Agreement. You acknowledge and agree that the fees set forth in the preceding sentence may not include, and are not intended to cover, any additional fees that may be imposed or require by the platform through which You may be transferring the PROTOUCH AFRICA NFTs.

If you purchase or sell PROTOUCH AFRICA NFTs anywhere else other than through the Platform, you do so entirely at your own risk. We do not monitor or control any purchases or sales outside the Platform.

5. USER CONDUCT

By accessing and using the Platform, it is your responsibility to know, understand and abide by all applicable laws and regulations and our Rules of Conduct in this Section 5 ("Rules"). These Rules are not meant to be exhaustive, and PROTOUCH AFRICA reserves the right to determine what types of conduct it considers to be inappropriate use of the Platform and to take such measures as it sees fit in its sole discretion. PROTOUCH AFRICA reserves the right to add to or amend these Rules at any time and without advance notice.

You agree that you will not use the Platform to:

- post, e-mail, transmit, upload, or otherwise make available content that harasses, abuses, defames, or threatens other users, that contains profanity, or obscene or otherwise objectionable content, or that degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or other classification;
- stalk or otherwise harass any other person or entity;
- post, e-mail, transmit, upload, or otherwise make available content that (i) contains any other party's intellectual property unless you have the express right to do so or (ii) violates the privacy, publicity or other personal rights of others;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Platform;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- use any computer program or other function to simulate human activity ("bots") or engage in any transaction on the Platform using bots;
- post spam or other advertisements or solicitations, solicit funds, promote commercial entities, or otherwise engage in commercial activity except as explicitly authorized herein;

- post, e-mail, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs which (by design or function) interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Platform or Services or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- promote or facilitate illegal gambling or wagering;
- make available, distribute, re-upload or share any video, photos, downloads or other content provided by PROTOUCH AFRICA or through the Platform to any other website, streaming technology, peer-to-peer software, or similarly unauthorized distribution channel unless expressly authorized to do so by PROTOUCH AFRICA;
- use any meta tags or any other hidden text using PROTOUCH AFRICA ' name or trademark;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising, or in any way making up, any part of the Platform or Services;
- access any content not intended for your use or log onto a server or account that you are not authorized to access; or
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

If you violate any of these Rules, we may, in our sole discretion and without any notice or liability to you, immediately suspend or terminate your account, and, if applicable, remove your PROTOUCH AFRICA NFTs from the Platform. Without limiting the foregoing, if we determine, in our sole discretion, that you obtained any PROTOUCH AFRICA NFTs by unlawful or illegal means or by using bots or other similar functionality, we retain the absolute right in our discretion, and without any liability to you, to void any transactions and retain/recapture any PROTOUCH AFRICA NFTs that were purchased through such activities. You acknowledge and agree that PROTOUCH AFRICA is not and will not be liable for any loss or damage to you or anyone else arising from your failure to comply with this Section 5.

You understand that all postings and content submitted to the Platform or any of the Services by users ("User Materials"), whether privately transmitted or made publicly available, are the sole responsibility of the person from which such User Materials originated. This means that you, not PROTOUCH AFRICA, are entirely responsible for all User Materials that you upload, post, share, e-mail, transmit, or otherwise make available via the Platform or Services. You acknowledge and agree that PROTOUCH AFRICA is not and will not be liable in any way for any User Materials uploaded, posted, shared, e-mailed, transmitted or otherwise made available via the Platform or Services.

You acknowledge that PROTOUCH AFRICA may or may not pre-screen User Materials, but that PROTOUCH AFRICA and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, and/or move any User Materials that are available via the Platform or Services. Without limiting the foregoing, PROTOUCH AFRICA and its designees shall have the right to remove any User Materials that violate these Terms or are otherwise objectionable at PROTOUCH AFRICA sole and absolute discretion. You understand that by using the Platform and Services, you may be exposed to User Materials that you may consider to be offensive or objectionable. You agree that you

must evaluate, and bear all risks associated with, the use or disclosure of any User Materials. You further acknowledge and agree that you will not rely on any content available on or through the Platform or Services.

With respect to User Materials you directly submit or make available on the Platform or Services, you grant PROTOUCH AFRICA an irrevocable, fully sub-licensable, perpetual, worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Materials (in whole or in part) and to incorporate such User Materials into other works in any format or medium now known or later developed, and for any commercial or non-commercial purposes.

6. OWNERSHIP RIGHTS AND LICENSES

The Platform and Services: All title, ownership and intellectual property rights in and to the Platform and the Services and the data, information, materials, trademarks, service marks, copyrights, software, photos, videos, images, and other content (collectively, the “Content”) made available through the Platform and Services are owned by PROTOUCH AFRICA or its licensors, as applicable. Unless noted otherwise, you should assume that all Content made available through the Platform and Services are protected by copyright, trademark and other applicable intellectual property law and may not be used except as permitted in these Terms. You acknowledge and agree that the Platform and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by PROTOUCH AFRICA, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Content, the Platform and the Services, in whole or in part. Under no circumstances will you obtain any ownership or other rights in the Platform or the Services.

PROTOUCH AFRICA NFTs: Subject to the limitations below, each PROTOUCH AFRICA NFT is managed through the Avalanche Network and therefore all PROTOUCH AFRICA NFTs purchased in accordance with these Terms are owned by you, subject to the restrictions below, and any additional terms and restrictions imposed by the Avalanche Network. Therefore, subject to these Terms, you may sell, trade or otherwise dispose of your validly purchased PROTOUCH AFRICA NFTs. Unless otherwise acquired in violation of these Terms or as otherwise set forth in these Terms, PROTOUCH AFRICA will not alter, recapture or otherwise change your PROTOUCH AFRICA NFTs.

Content of PROTOUCH AFRICA NFTs: The copyright and other intellectual property contained in any PROTOUCH AFRICA NFTs (including, without limitation, any artwork in whatever form (e.g., photographs, video, graphics, logos, images, designs or otherwise)) may be owned by PROTOUCH AFRICA and/or a third party (or third parties). Your purchase of a PROTOUCH AFRICA NFT does not confer on you any such intellectual property rights and you acknowledge and agree that you do not have the right to use such content in any way except as specifically set forth in these Terms. Subject to your compliance at all times with these Terms, your valid purchase of a PROTOUCH AFRICA NFT comes with a limited, worldwide, non-exclusive, non-transferable, royalty-free license to display the content in your NFTs exclusively for your own personal, non-commercial use and in connection with the Platform and any platform or marketplace whereby you are able to engage in transactions relating to your PROTOUCH AFRICA NFT. Because the content may be licensed by a third party other than PROTOUCH AFRICA, there may be additional restrictions associated with the use of any such content and PROTOUCH AFRICA reserves the right to

impose any additional restrictions on your ability to use and display such content. You agree to comply at all times with any such additional restrictions.

Certain Further Restrictions: You may use your PROTOUCH AFRICA NFTs only for your personal, non-commercial use and in connection with the Platform and any platform or marketplace whereby you are able to engage in transaction relating to your PROTOUCH AFRICA NFT. You agree that you are not permitted to (and will not permit any third party to) take any of the following actions:

- alter, change or modify the content of your PROTOUCH AFRICA NFT in any manner;
- use your PROTOUCH AFRICA NFTs to advertise, market or sell any other products or services other than the Platform;
- use your PROTOUCH AFRICA NFTs to (a) promote any of the activities prohibited by Section 5 or (b) otherwise infringe upon any other person's rights;
- create and sell for commercial gain any other products or merchandise that includes content of your PROTOUCH AFRICA NFTs;
- attempt to obtain any copyright, trademark, right of publicity or other intellectual property rights in the content of your PROTOUCH AFRICA NFT; or
- set, alter or attempt to set or alter the terms and conditions of any resale of any PROTOUCH AFRICA NFTs, including those contained in these Terms.

The licenses and other provisions of this Section 6 apply to the extent that you continue to own the PROTOUCH AFRICA NFT. If you sell, transfer or otherwise dispose of your PROTOUCH AFRICA NFT at any time, all licenses set forth in these Terms will expire upon such sale, transfer or other disposal and you will not have any rights in any content of such PROTOUCH AFRICA NFT.

7. INDEMNITY

You agree to defend, indemnify and hold harmless PROTOUCH AFRICA, each of the Third Party Vendors, each of their respective parent companies, affiliates, subsidiaries, employees, contractors, telecommunication providers, content providers, licensors and assignees and their respective officers, directors, employees, contractors and agents from and against any and all liabilities, claims, actions, demands, damages, costs, losses and expenses (including reasonable attorneys' fees) made by any third party due to or arising out of your use of the Platform or the Services, any transaction resulting from your use of the Platform or Services, your connection to the Platform or Services, your violation of these Terms, your submission, posting, or transmission of User Materials to the Services, and/or your violation of any rights of any other person or party.

8. MODIFICATIONS TO PLATFORM

PROTOUCH AFRICA reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof), with or without notice at any time. You acknowledge and agree that PROTOUCH AFRICA shall not be liable to you or any third party for any modification, suspension or discontinuance of the Platform.

9. TERMINATION

You agree that PROTOUCH AFRICA may, in its sole and absolute discretion and without notice or liability to you or any third party, immediately terminate your access to the Platform. Grounds for such termination shall include, but not be limited to, (a) any breach or violation of these Terms or other PROTOUCH AFRICA agreements or guidelines, (b) any breach or violation of terms or privacy policies of any applicable Third Party Vendors (c) requests by law enforcement or government agencies, (d) a request by you (self-initiated account deletions), (e) discontinuance or material modification of the Platform (or any part

thereof), (f) unexpected technical or security issues or problems, (g) your failure to pay any applicable fees (h) extended periods of inactivity and (i) any other grounds provided in these Terms. Termination of your account(s) may include (i) removal of access to the Platform, (ii) at PROTOUCH AFRICA ' sole discretion, the deletion of all of your account information on the Platform, User Materials, and other content associated with your account(s) on the Platform (or any part thereof), and (iii) barring your further use of the Platform. Sections 1 and 3 to 22 will survive the termination or expiration of these Terms for any reason.

10. DEALINGS WITH ADVERTISERS AND OTHER USERS

Your correspondence or business dealings with, or participation in promotions of, advertisers, buyers, sellers, or agents found on or through the Platform, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You acknowledge and agree that PROTOUCH AFRICA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Platform.

11. LINKS

The Platform may provide links to other sites or resources. Because PROTOUCH AFRICA has no control over such sites and resources, you acknowledge and agree that PROTOUCH AFRICA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that PROTOUCH AFRICA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

12. FORCE MAJEURE

PROTOUCH AFRICA will not be liable to you, or be deemed to have breached these Terms for any failure or delay in performing any of these Terms if such failure is based on a Force Majeure Event. For purposes of these Terms, "Force Majeure Event" means any act of God, fire, flood, storm or other adverse weather condition or natural disaster, war (declared or undeclared), public disaster, failure of public utilities (including, without limitation, electricity networks, internet network or telecommunications networks), epidemic, pandemic, including, without limitation, the COVID-19 pandemic, terroristic activity, other calamity, strike, or labuor difficulties, or any governmental determination, action, regulation, or order, or any other occurrence beyond our reasonable control. We will notify you as soon as reasonably practicable after the occurrence of any such Force Majeure Event and attempt to minimize any impact of any Force Majeure Event; provided that if a Force Majeure Event lasts longer than forty-five (45) consecutive days, then we will have the right to terminate these Terms upon ten (10) days' notice.

13. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROTOUCH AFRICA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. PROTOUCH AFRICA ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION,

MIS-DELIVERY OR FAILURE TO PROVIDE ANY CONTENT OR TO STORE ANY REGISTRATION DATA, CREDENTIALS OR USER MATERIALS.

- ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE PLATFORM IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE PLATFORM OR ANY CONTENT.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROTOUCH AFRICA OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT PROTOUCH AFRICA AND THIRD PARTY VENDORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROTOUCH AFRICA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR RELATING TO: (i) THE USE OF OR THE INABILITY TO USE THE PLATFORM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (iii) THE PURCHASE, HOLDING AND/OR SALE OF PROTOUCH AFRICA NFTS, WHETHER OR NOT PURCHASED BY YOU, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (vi) ANY OTHER MATTER RELATING TO THE PLATFORM.

NOTWITHSTANDING THE LIMITATION ON PROTOUCH AFRICA ' AND THIRD PARTY VENDORS' LIABILITY DESCRIBED IN THE PRIOR SENTENCE, TO THE EXTENT ANY LIABILITY MAY BE ASSESSED AGAINST PROTOUCH AFRICA OR ANY THIRD PARTY VENDORS IN CONNECTION WITH THE SERVICES, YOU UNDERSTAND AND AGREE THAT SUCH LIABILITY TO YOU WILL BE LIMITED TO THE THEN-PRESENT U.S. DOLLAR VALUE OF THE SPECIFIC PROTOUCH AFRICA NFT TRANSACTION AT ISSUE, VALUED AS OF THE DATE OF THAT TRANSACTION.

15. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. RISK ASSOCIATED WITH THE SERVICES AND ASSUMPTION OF RISK

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH USING THE PLATFORM AND PURCHASING, HOLDING, TRADING OR SELLING PROTOUCH AFRICA NFTS, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING:

- VALUE OF PROTOUCH AFRICA NFTS. PROTOUCH AFRICA NFTs are collectibles. The prices of all collectibles, including blockchain collectibles, are volatile and unpredictable and collectibles, including blockchain collectibles, have no inherent or intrinsic value. Significant fluctuations in the value of collectibles, including blockchain collectibles, could affect the value of your PROTOUCH AFRICA NFTs. PROTOUCH AFRICA does not, in any manner, make any representations of any kind that the value of your collectibles, including blockchain collectibles or PROTOUCH AFRICA NFTs, will retain the value of their original purchase price or attain any future value. Any fluctuation in the value of your collectibles, including blockchain

collectibles or PROTOUCH AFRICA NFTs, is not depending on the efforts of PROTOUCH AFRICA or the Platform. The value of collectibles is subjective and factors, events and market forces outside of PROTOUCH AFRICA and the Platform, including, without limitation, the market for cryptocurrencies, can impact the value and demand for any particular PROTOUCH AFRICA NFTs.

- **TAXES:** You are solely responsible for paying any applicable taxes that apply to apply to your transactions on the Platform and for determining whether there may be any additional taxes due and payable by You. Such taxes may include, but not be limited to income, sales, use, value-added (VAT), goods and services, stamp, excise, transfer and other taxes and duties imposed by any governmental authority and associated with your use of the Platform and your purchase of PROTOUCH AFRICA NFTs from any party.
- **REGULATIONS AND LAWS:** Regulations and laws covering blockchain transactions, technologies and cryptocurrency are uncertain and still evolving. There is substantial uncertainty as to the characterization and treatment of NFTs and other digital assets under applicable law, including applicable securities, commodities and derivatives laws. New regulations and laws may come into effect that may have an impact of the value and use of your PROTOUCH AFRICA NFTs.
- **CRYPTOCURRENCY RISK:** Cryptocurrencies are a relatively new form of non-government issued digital asset. They are inherently volatile and speculative, and their value may fluctuate wildly. Purchasing and selling assets, including PROTOUCH AFRICA NFTs, with cryptocurrencies may expose the purchaser and seller to fluctuations in the cryptocurrency separate and apart from fluctuations in the asset value itself. The market for cryptocurrencies is developing and government and financial regulators (as well as private companies) may impose restrictions and/or limitations on the use of cryptocurrencies that could impact your ability to use the Platform or on the value of PROTOUCH AFRICA NFTs.

ASSUMPTION OF RISK. In addition to assuming the risks outlined above in this Section 16, by purchasing, holding, selling, trading and/or using PROTOUCH AFRICA NFTs, you assume all other risks including, but not limited to, risk of losing access to the PROTOUCH AFRICA NFTs due to loss of private key(s); risk of not being able to sell, transfer or dispose of the PROTOUCH AFRICA NFTs; custodial error or purchaser error; risk of mining attacks; risk of hacking and security weaknesses; risk of unfavorable regulatory treatment or intervention by regulators in one or more jurisdictions; risks related to taxation of NFTs; risks of potential information disclosure; risks of uninsured losses; liquidity risks; other unanticipated risks; and volatility risks.

17. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to this Agreement.

18. NOTICE

PROTOUCH AFRICA may provide you with notices, including those regarding changes to these Terms, by e-mail, regular mail, or postings on the Platform; provided, however, that this Section 18 places no requirements on PROTOUCH AFRICA not already expressly set forth herein.

19. TRADEMARK INFORMATION

Nothing contained on the Platform or Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on

the Platform or Services without the written permission of PROTOUCH AFRICA or any third party that may own the trademarks. Your misuse of any trademarks displayed on the Platform or the Services, except as provided in these Terms, is strictly prohibited. You are also advised that PROTOUCH AFRICA will aggressively enforce its intellectual property rights to the fullest extent of the law, including by seeking criminal prosecution.

20. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

PROTOUCH AFRICA may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide PROTOUCH AFRICA ' Copyright Agent a Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform;
- your complete address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

PROTOUCH AFRICA ' Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached in the following ways:

Copyright Agent, The PROTOUCH AFRICA Email: info@protouch.africa

Phone: [+27836564632](tel:+27836564632)

21. DISPUTE RESOLUTION, ARBITRATION AGREEMENT AND CHOICE OF LAW/VENUE

BY USING THE PLATFORM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- YOU ARE AGREEING TO RESOLVE ANY DISPUTES BY ARBITRATION
- YOU ARE AGREEING TO GIVE UP YOUR RIGHTS TO RESOLVE ANY CLAIMS IN A COURT
- YOU ARE AGREEING TO GIVE UP RIGHTS THAT YOU MAY HAVE HAD IN A COURT BUT THAT MAY NOT BE AVAILABLE TO YOU OR MAY BE LIMITED IN ARBITRATION
- YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO A TRIAL BY JURY
- YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTIONS AND/OR AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT
- ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE ON AN INDIVIDUAL BASIS, CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED

Binding Arbitration: All disputes of any nature whatsoever arising out of or in connection with these Terms, your use of the Platform or your PROTOUCH AFRICA NFTs shall be referred to and resolved exclusively by confidential arbitration in Johannesburg, South Africa. Your agreement to arbitrate applies to PROTOUCH AFRICA , Third-Party Vendors and each of their respective affiliates, subsidiaries, parents, successors and assigns and each of their respective officers, directors, employees, agents or shareholders.

Any arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. Each party shall be responsible for their own fees associated with

any such arbitration, unless otherwise determined by the arbitrator. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the forgoing, PROTOUCH AFRICA may seek injunctive or other appropriate equitable relief in any state or federal court in New York, New York, including, without limitation, the enforcement of any arbitration award, and you consent to exclusive jurisdiction and venue in such courts.

All matters arising out of or in connection with these Terms or your use of the Platform are governed by laws of the State of New York, without regard to its conflict of laws principles. We operate and control the Platform in the United States.

This Section 21 shall survive any termination of this Agreement.

22. GENERAL INFORMATION

Entire Agreement: These Terms and our Privacy Policy, as well as any other terms incorporated herein, are the entire legal agreement between you and us and constitute the full agreement governing your use of the Platform.

Waiver and Severability of Terms. The failure of PROTOUCH AFRICA to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any part of these Terms is found to be invalid, illegal, void or unenforceable, such part shall be severed from these Terms and the other provisions of the Terms remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Survivorship. You agree that any of your registered accounts on any of the Services are non-transferable and any rights to your user ID or account contents terminate upon your death.

Section Titles. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Interpretation: These Terms shall be interpreted as to their fair meaning and not for or against any party.

23. VIOLATIONS

You agree that you will report any violations of these Terms to info@protouch.africa

24. QUESTIONS

Please contact info@protoucha.africa by email using the subject line "Terms and Conditions questions" if you have any questions or comments about these Terms