$OFC Token Terms and Conditions

1. Introduction

a) OneFootball

OneFootball GmbH is a company incorporated under the laws of Germany with registered address at Donaustraße 44, 12043 Berlin and registered under number HRB 144788 B registered at the commercial register of the District Court of Berlin (Charlottenburg) ("**OneFootball GmbH**" and, together with the other members of its corporate group "**OneFootball**", "**we**", "**us**" or "**our**").

OneFootball produces, distributes and monetizes football news and football-related content via the "**OneFootball Ecosystem**", being certain digital outlets and platforms of OneFootball, including, without limitation, the owned and operated platforms (being the mobile application "OneFootball" on iOS, Android and Harmony OS (the "**App**"), Connected TV App ("**TV App**") and the website "www.onefootball.com" (the "**Site**") and the OneFootball social media channels (the **"Social Channels**" and together with the App, the TV App, the decentralised App (the "**dApp**") and the Social Channels, the "**OneFootball Platform**"), the video player operated by OneFootball, which is embedded within other digital platforms operated by approved third party publishers under rights from OneFootball (the "**Embed Player**"), third-party platforms with whom OneFootball has entered into an agreement for the supply, hosting and/or distribution of football-related content, which allow OneFootball to monetise the content of its partners).

b) $OFC Token (OneFootball Credits)

In addition to our services which are governed by our separate Terms of Use for the App [here] and the Site [here], we offer a OneFootball Token, an ERC-20 fungible token on the Ethereum chain with a total fixed supply of 1 billion tokens ("**$OFC Token**"). $OFC Tokens are utility tokens which are tightly integrated into the OneFootball Platform, allowing Users to seamlessly interact with the full ecosystem offering. The $OFC Tokens will be freely available to you once you have created your OneFootball smart wallet. The $OFC Tokens will be allocated according to the following different categories, whilst the majority of $OFC Tokens will be reserved for the OneFootball community: Private Sale, Ecosystem Fund, Team, Launch Contributors, Treasury, Liquidity, Advisors, and Public Sale. $OFC Tokens from the Ecosystem Fund are distributed as rewards for certain valuable User activities within the OneFootball community, inter alia via Monthly XP leaderboards and Achievements (Badges and Challenges). A complete list of activities which are rewarded by $OFC Tokens can be found on [Earning events]. Additionally, Users can acquire $OFC Tokens from any of the centralised and decentralised liquidity sources.

c) Purpose of the $OFC Token Terms

These $OFC Token Terms & Conditions (the "**$OFC Token Terms**") agreed between OneFootball, and you ("**User**") govern any of your activity with respect to the $OFC Tokens. These $OFC Token Terms in particular govern your access to, use of, and interaction with $OFC Tokens and their use in the OneFootball Platform. Please read these $OFC Token Terms carefully before you start to use $OFC Tokens.

2. Acceptance of $OFC Token Terms

a) Conditions under which a User accepts the $OFC Token Terms

By using $OFC Tokens in any way, you accept and agree to be bound and abide by these $OFC Token Terms, as well as the OneFootball Platform Terms & Conditions available here, the OF Wallet Terms and the Privacy Policy for the OneFootball App available here, and Website available here. Using the $OFC Tokens inter alia means holding $OFC Tokens on your $OFC Token Wallet (cf. below 5.b)), redeeming $OFC Tokens for a certain consideration (e.g. as a voucher, cf. below 4.b)), transferring $OFC Tokens to another wallet, using $OFC Tokens to participate in decision-making procedures (cf. below 11.b)), and staking $OFC Tokens for earning rewards or to participate in raffles, prize draws and other competitions, as offered from time to time on the Site.

b) Age and Jurisdiction Restrictions

$OFC Tokens are offered and available only to Users who are 18 years of age or older. By acquiring or using $OFC Tokens, you represent and warrant that you are of legal age to form a binding contract with OneFootball.

$OFC Tokens are not available to Users with a permanent residence in:

- Afghanistan, Angola, Belarus, Canada, Central African Republic, Colombia, Congo, Cuba, Côte d'Ivoire, Democratic Republic of Congo, Democratic Republic of Korea (North Korea), Guinea-Bissau, Iran, Lebanon, Liberia, Libya,

Mali, Mozambique, Myanmar, Nicaragua, Nigeria, People's Republic of China, Regions of Ukraine (Crimea, Donetsk, Luhansk & any other non-government-controlled regions), Russia, Rwanda, Somalia, South Sudan, Syria, Uganda, United Kingdom, United States of America (including its territories), Venezuela, Yemen, and Zimbabwe;
- any jurisdiction in which the ownership of the Tokens or the use of the Platform is prohibited by Applicable Law; and
- any jurisdiction which is subject to United States, United Nations or other applicable sanctions or embargoes.

OneFootball reserves the right to add and/or remove (as the case may be) jurisdictions to (or from) the list above at any time and without notice.

3. $OFC Token Description, Utility, and Participation in Decision-making Processes

a) Detailed Description of the $OFC Token

The $OFC Token is a utility token based on an ERC-20 fungible token on the Ethereum chain. The $OFC Token has a total fixed supply of 1 billion tokens which is to be distributed in a fair launch with the vast majority of the $OFC Tokens slated to be given to the OneFootball community. The $OFC Token can only be used within the OneFootball Platform.

OneFootball Partners, which typically are partners displayed on OneFootball's Site, can adopt the $OFC Token given the permissionless nature of public blockchain technology in order to participate in the OneFootball Platform.

b) $OFC Token's Utility within the OneFootball Platform

- The $OFC Token is designed specifically for the OneFootball Platform. It is integrated into the OneFootball ecosystem in order to act as a voucher to unlock certain features of the OneFootball Platform which are described in more detail in the Ecosystem Terms available here. Such features, in exchange for which the $OFC Token can be redeemed, can in particular be digital collectibles, gamified experiences, tiered subscriptions, OTT purchases, ad-free access, exclusive OneFootball Club merchandise, premium memberships, tipping, digital avatars, stickerbook collection, content creator empowerment, domain name customization, and metagame experiences.

c) Participation in Decision-making Processes

The $OFC Tokens allow Users to participate in self-governing community decision-making processes within the OneFootball community via the community treasury. The community treasury is deployed particularly to increase the $OFC Token liquidity, and utility, and to generate network effects. Each of these categories follows its own approval processes depending on funds required and purpose.

4. User Registration and $OFC Token Wallet

a) Requirement of User Registration

In order to use $OFC Tokens, each User has to be registered to and create a User profile on the OneFootball Platform pursuant to OneFootball's applicable Terms of Use.

b) $OFC Token Wallet

In order to use $OFC Tokens, the User has to create a $OFC Token Wallet. The $OFC Token Wallet is generally set up to be a free self-custodial smart account. Users will have full control over their private key management at all times. Registration for a $OFC Token Wallet is possible by using familiar social login credentials such as Email, Facebook, and Apple ID.

5. User's Obligations

Notwithstanding any further obligations under these $OFC Token Terms and any other applicable OneFootball terms, Users must:

- use the $OFC Tokens in compliance with these $OFC Token Terms, applicable laws, and regulations, and not for any unlawful activities;
- provide accurate and truthful information during the KYC process and any other interactions related to the use of the $OFC Tokens; and
- take reasonable measures to secure their $OFC Token Wallet and any credentials related to the use of the $OFC Tokens, reporting any security breaches or unauthorized access to OneFootball immediately.

6. Risks, Disclaimers and Limitation of Liability

a) Risks associated with Digital Tokens and Blockchain Technology

Please see the detailed description of risks related to token in Annex 1 to these $OFC Terms.

b) Limitation of Liability

OneFootball shall be liable, including for the acts of its legal representatives and agents, without limitation only in cases of (a) intent or gross negligence, (b) injury to life, body, or health, (c) within the scope of a warranty assumed by him, and (d) under the Product Liability Act.

OneFootball's liability for slight negligence in breaching duties essential to the fulfilment of the contract's purpose shall be limited to the extent of damages that are foreseeable and typical for this type of contract. Beyond this, OneFootball shall not be liable.

7. KYC/AML Requirements and Onboarding (Greenlisting)

a) KYC/AML Requirements

In order to purchase and/or redeem $OFC Tokens, a successful onboarding of the User and completion of the KYC/AML Requirements by the User providing all required data and including confirmation that the User is eligible is required. Eligible to purchase and/or redeem $OFC Tokens are all natural and legal persons as well as partnerships with a legal personality if they fulfil the following requirements:

aa) the User is neither a citizen of nor does possess a permanent residence or working permit for Afghanistan, Angola, Canada, Central African Republic, Colombia, Congo, Cuba, Côte d'Ivoire, Democratic Republic of Congo, Democratic Republic of Korea (North Korea), Guinea-Bissau, Iran, Lebanon, Liberia, Libya, Mali, Mozambique, Myanmar, Nicaragua, Nigeria, People's Republic of China, Regions of Ukraine (Crimea, Donetsk, Luhansk & any other non-government-controlled regions), Rwanda, Somalia, South Sudan, Syria, Uganda, United Kingdom, United States of America (including its territories), Venezuela, Yemen, and Zimbabwe and has no residence or registered office within the territory of one of these states;

bb) the User is not a corporation or other entity organized under the law (including any applicable federal or state laws or their equivalent) in Afghanistan, Angola, Canada, Central African Republic, Colombia, Congo, Cuba, Côte d'Ivoire, Democratic Republic of Congo, Democratic Republic of Korea (North Korea), Guinea-Bissau, Iran, Lebanon, Liberia, Libya, Mali, Mozambique, Myanmar, Nicaragua, Nigeria, People's Republic of China, Regions of Ukraine (Crimea, Donetsk, Luhansk & any other non-government-controlled regions), Rwanda, Somalia, South Sudan, Syria, Uganda, United Kingdom, United States of America (including its territories), Venezuela, Yemen, and Zimbabwe of which the income is subject to the law of one of the aforementioned jurisdictions;

cc) neither the User nor the User's wallet is listed on any sanctions or embargoes list of the European Union, the United States of America or the United Nations.

b) Required Onboarding Information of Natural Persons

The following information is required for onboarding if the User is a natural person:

aa) All names and surnames of the User;

bb) the declared place of residence including the complete address;

cc) the User's date of birth;

dd) the User's place of birth;

ee) the nationality of the User;

ff) the number of an identity card or passport which has been issued by the competent authority to the User;

gg) an e-mail address of the User.

Additional information may be required in enhanced due diligence processes.

c) Required Onboarding Information of Entities

The following information is required for onboarding if the User is an entity or a partnership with a legal personality:

aa) complete legal form of the User;

bb) statuary, respectively, the in a public registry registered place of business of the User including the complete address;

cc) (if existing) the Users registry number from the commercial registry or a comparable public registry;

dd) name of the statutory authorized representative or representatives of the User;

ee) an e-mail address of the User.

Additional information may be required in enhanced due diligence processes.

d) Requirements for Successful Onboarding

In order for the onboarding to be successful it is required that the information provided by the User is

aa) complete; and

bb) that there is no indication that the User provided incorrect data.

e) Audit and Notifications

OneFootball is entitled but not obligated to audit the data provided during the onboarding process by a qualified third party. OneFootball notifies the User if the onboarding and the completion of the KYC/AML Requirements was successful. The respective User is then considered as Greenlisted. The User is obligated to notify OneFootball immediately if any of the information provided has changed.

8. Data Protection

Information on the processing of personal data can be found in OneFootball's Privacy Policy available here for the App and Website.

9. Dispute Resolution

a) Jurisdiction and Applicable Law

German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies to entrepreneurs. The exclusive place of jurisdiction for disputes with entrepreneurs shall be Berlin.

German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies to consumers, unless mandatory legal consumer regulations in the User's country, i.e. the country in which the User has his primary domicile, are more beneficial to the User, in which case these mandatory legal consumer regulations shall apply.

b) Dispute Resolution Procedure

The European Commission provides a platform for extrajudicial online disputes, which the User can view here: https://ec.europa.eu/consumers/odr. OneFootball is neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration committee.

10. Miscellaneous

a) Severability Clause

Should provisions in these terms of use, including this provision, be wholly or partially ineffective, the effectiveness of the remaining provisions or parts thereof shall remain unaffected. The ineffective and/or missing provisions are replaced by the applicable legal regulations.

11. Contact Information

You can contact us for any reason using the "contact form" in the OneFootball Platform or under the following *[link]*. You may need to provide your email address, home address, product details, and payment information, which may include your billing address, so that we can help you or identify you.

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Annex 1 to $OFC Terms: Information on Certain Risks Relating to Token

1. Certain Risks Relating to Tokens

Dealing in Tokens involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risks of a complete loss of all capital used to deal in $OFC Tokens.

You should carefully consider the risks described below before dealing in $OFC Tokens. It should be noted that the list of risk factors below is *not* intended to be exhaustive and does not necessarily include all the risks to which we are or may be exposed to, nor are they all the risks associated with dealing in $OFC Tokens.

Important Note: The $OFC Tokens are not being structured or sold as securities nor any other form of regulated investment product. Accordingly, there has not been any consideration as to whether $OFC Tokens are a suitable or an appropriate thing for you to acquire. The Parties expressly disclaim all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Litepaper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By accepting, holding or using $OFC Tokens, you expressly acknowledge and assume the following risks, and the OneFootball shall not be liable should they materialise:

2. Credit risks

OneFootball may partially or wholly fail to meet its obligations under the $OFC Tokens. Users should therefore take the creditworthiness of OneFootball into account in their purchase decision. Credit risk means the risk of insolvency or illiquidity of OneFootball, i.e. a potential, temporary or final inability to fulfil its obligations on time. An increased insolvency risk is typical of issuers that have a low creditworthiness.

The $OFC Tokens are unsecured obligations. Users are dependent on our ability to pay all amounts due on, or deliver any asset(s) deliverable under, the $OFC Tokens, and therefore Users are subject to our credit risk and to changes in the market's view of our creditworthiness.

The $OFC Tokens are not bank deposits and are not insured or guaranteed by any government or governmental or private agency or deposit protection scheme in any jurisdiction. Users are dependent on our ability to pay all amounts due on the $OFC Tokens. OneFootball will be exposed to the credit risk of a number of counterparties with whom OneFootball transacts, including, but not limited to wallet providers, and exchanges. Consequently, OneFootball is exposed to risks, including credit risk, reputational risk and settlement risk, arising from the failure of any of its counterparties to fulfil their respective obligations, which, if any such risks occur, may have a material adverse effect on OneFootball's business and financial position. OneFootball relies on third parties to provide its services. Any dysfunction of such third parties may result in a loss of value of the $OFC Tokens.

3. Price divergences

The market value of crypto assets is not related to any specific company, government or asset. The valuation of these assets depends on future expectations for the value of the network, number of transactions and the overall usage of the asset. This means that a significant amount of the value in crypto assets is speculative and could lead to increased volatility. Users could experience significant gains, losses and/or volatility depending on the valuation of crypto assets.

Valuation may also vary significantly by geography, as local exchanges are not necessarily compatible with all crypto assets and assets may be difficult to move in and out of any specific market. As a result, geographic arbitrage can have a considerable effect on valuation.

Momentum pricing of crypto assets has previously resulted, and may continue to result, in speculation regarding future appreciation or depreciation in the value of such assets, further contributing to volatility and potentially inflating prices at any given time. As a result, pricing of crypto assets may change due to shifting User confidence in future outlook of the asset class. These dynamics may impact the value of a purchase of $OFC Tokens.

4. Risk of losing access to $OFC Tokens due to loss of private key(s)

Shards of a private key, or a combination of shards of private keys, is necessary to control and dispose of $OFC Tokens stored in a digital wallet or vault. Accordingly, loss of requisite private key(s) associated with a digital wallet or vault storing $OFC Tokens will result in a loss of such $OFC Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you or we use, may be able to misappropriate $OFC Tokens. If a User loses access to their account on the OneFootball Platform (e.g. social login via Google, Meta, email address), then that User's access to their wallet and any $OFC Tokens stored there may also be lost.

Any errors or malfunctions caused by or otherwise related to the wallet you use to receive and store $OFC Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your $OFC Tokens. Failure to precisely follow any procedures set forth by OneFootball for transferring and receiving $OFC Tokens, including, for instance, providing an incorrect wallet address, or using wallet(s) that do not accept $OFC Tokens, may result in the loss of $OFC Tokens you hold.

5. Regulatory risks

Regulation of crypto assets such as the $OFC Tokens and the offering thereof, as well as blockchain technologies, and crypto asset exchanges is currently underdeveloped and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and growth of OneFootball. Failure by OneFootball to comply with any applicable laws, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines, which could have an adverse effect on the development or operations of OneFootball and the value of $OFC Tokens.

If OneFootball is required to obtain a licence, there is a risk that OneFootball may not be able to obtain it, either within a reasonable time period or at all, and the consequence of this will accordingly be to restrict OneFootball's business and ability to support $OFC Tokens.

6. Legal proceedings and litigation

From time to time, OneFootball may be involved in legal proceedings or litigation. The results of such legal proceedings and claims cannot be predicted with certainty and, regardless of the outcome, legal proceedings could have an adverse impact on OneFootball's business or development, because of defence and settlement costs, diversion of resources, and other factors. As of today, OneFootball is not subject to any material legal proceedings, nor, to OneFootball's knowledge, are any material legal proceedings pending or threatened against OneFootball.

Generally, if third parties are successful in their claims, OneFootball may have to pay substantial damages, account for profits derived from the alleged infringing acts, and cease to use certain technologies or take other actions that could be detrimental to OneFootball's business. If there is an intellectual property infringement claim, or to avoid such claims, OneFootball may be prohibited from selling or licensing to others any product that it may develop, unless the patent or copyright holder grants a license of the relevant intellectual property to OneFootball, which the patent or copyright holder is not obligated to do.

There also may be adverse publicity associated with litigation that could negatively affect people's perception of OneFootball or the $OFC Tokens, regardless of whether the allegations are valid or OneFootball is ultimately found liable. Accordingly, litigation may adversely affect OneFootball's business and financial condition.

7. Risks associated with the blockchain protocol

Because $OFC Tokens are based on blockchain protocols, any malfunction, breakdown or abandonment of a blockchain protocol may have a material adverse effect on the $OFC Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the $OFC Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain protocol.

a) Technical risk related to blockchain

There are a number of technical risks to which Users in crypto assets are exposed including, but not limited to, flaws in the code, forks in the underlying protocols, double spend and 51% attacks.

Crypto assets are often built on open-source code available to the general public. This makes the underlying source code of these crypto assets visible publicly to anyone, anywhere. While the top crypto assets sometimes have dedicated teams of contributors, it is often the case that they are unpaid and not full-time employees or contractors. For these reasons, it is possible that flaws or mistakes in the released and public source code could lead to catastrophic damage to the underlying technology, crypto assets and networks. It is possible that the volunteer or undedicated team members are unable to stop this damage before it spreads further. It is further possible that a dedicated team or a group of contributors or other technical group may attack the code, directly leading to catastrophic damage. In any of these situations, the value of Users' holdings can be severely and detrimentally affected.

If a single miner, or a group of miners acting in concert, control (even temporarily) a majority of the network mining power of a particular distributed-ledger network, they could use this control to undertake harmful acts. Such an attack is called a 51% attack. Furthermore, they could allow for their coins to be spent on multiple occasions and would, in this scenario, have enough network control to confirm and post these transactions to the distributed-ledger network, in an attack referred to as double spending. In a double spending situation, the related record of the transaction, posted on the public ledger, would become falsified. This could have a detrimental effect on both the sender and the receiver. There are several ways a nefarious cybercriminal could attempt a double-spend, including, but not limited to, sending two conflicting transactions to the network, and creating one transaction but sending the crypto assets before releasing that associated block to the distributed-ledger network, which would invalidate it.

The infrastructure and ecosystem that power crypto assets, including affiliated and non-affiliated engineers, engineers, developers, miners, platform developers, evangelists, marketers, exchange operators and other companies based around crypto services, each of whom may have different motivations, drivers, philosophies and incentives. There is, accordingly, a risk that these parties disagree on the future direction of these technologies, which may impede or otherwise negatively affect the development of the technology and, in turn, lead to losses with respect to a User's purchase.

b) Settlement risk on blockchain

There have been times when settlements have been unable to keep pace with the volume of transactions, thereby making it difficult to conduct such transactions.

c) Transaction fees on blockchain

Crypto asset miners and validators, functioning in their transaction confirmation capacity, collect fees for each transaction they confirm. Miners and validators validate unconfirmed transactions by adding the previously unconfirmed transactions to new blocks in the distributed-ledger network. Miners and validators are not forced to confirm any specific transaction, but they are economically incentivized to confirm valid transactions as a means of collecting fees. Miners and validators have historically accepted relatively low transaction confirmation fees, because they have a very low marginal cost of validating unconfirmed transactions. If miners or validators collude in an anticompetitive manner to reject low transaction fees, then Users could be forced to pay higher fees, thus reducing the attractiveness of the relevant network. Mining and staking occur globally, and it may be difficult for authorities to apply antitrust regulations across multiple jurisdictions. Any collusion among miners or validators may adversely impact the attractiveness of networks and may adversely impact the value of an investment in the $OFC Tokens or the ability of OneFootball to operate.

d) Risk of blockchain forks

In cases of particularly strong disagreements, a developer or group of developers can split the code base into two or more branches of variations of development, in what is called a fork. Forks may have a detrimental effect on the value of crypto assets, including by negatively affecting cryptocurrency allocations or by failing to capture of the full value of the newly-forked cryptocurrency.

8. Risk of hacking and software and security weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with $OFC Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain in built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain).

9. Risks associated with uncertain regulations and enforcement actions

The regulatory status of the $OFC Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications. Regulatory actions could negatively impact the $OFC Tokens in various ways, including, for purposes of illustration only, through a determination that $OFC Tokens are a regulated financial instrument that require registration or licensing. OneFootball may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

10. Risk of closure, changes or abandonment

It is possible that, due to any number of reasons, including technical, commercial, regulatory and other reasons (such as failure to comply with all applicable laws, the failure of commercial relationships or intellectual property ownership challenges), OneFootball may not be able support the $OFC Tokens or OneFootball’s business as intended, and so OneFootball may dissolve.

11. Liquidity risk

There is presently no established trading market for the $OFC Tokens. OneFootball can provide no assurance that an exchange will accept any attempted listing of the $OFC Tokens or maintain the listing if accepted, or that any trading market will be successfully developed or launched. Moreover, even if such a market is established, any such trading market may not be widely adopted, may have limited Users, and could be subject to significant competition. As a result, OneFootball can provide no assurance as to the liquidity of the $OFC Tokens on any such market, and the value of the $OFC Tokens over time may experience extreme volatility or depreciate in full.

12. Intellectual property

Companies, organisations, or individuals, including competitors, may hold or obtain patents, trademarks, or other proprietary rights that would prevent, limit, or interfere with OneFootball’s ability to make, use, sell, or market the $OFC Tokens, which could make it more difficult for OneFootball to operate its business. These third parties may have applied for, been granted, or obtained, patents that relate to intellectual property, and which compete with OneFootball’s intellectual property or technology. This may require OneFootball to develop or obtain alternative technology, or obtain appropriate licenses under these patents, which may not be available on acceptable terms or at all. Such a circumstance may result in OneFootball having to significantly increase development efforts and resources to redesign the technology in order to safeguard its competitive edge against competitors in the same industry. There is a risk that OneFootball’s means of protecting its intellectual property rights may not be adequate, and weaknesses or failures in this area could adversely affect OneFootball’s business or reputation.

From time to time, OneFootball may receive communications from holders of patents or trademarks regarding their proprietary rights. Companies holding patents or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights and urge OneFootball to take licenses. OneFootball may also need to file lawsuits to protect its intellectual property rights from infringement from third parties, which could be expensive, time consuming, and distract management's attention from our core operations.

OneFootball’s ability to serve its customers will depend upon its intellectual property. OneFootball will rely on copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with its employees, customers, and other third parties to protect OneFootball’s intellectual property rights. However, the steps OneFootball takes to protect its intellectual property rights may be inadequate. In order to protect its intellectual property rights, OneFootball may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce OneFootball’s intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of OneFootball’s intellectual property. Furthermore, OneFootball’s efforts to enforce OneFootball’s intellectual property rights may be met with defences, counterclaims, and countersuits attacking the validity and enforceability of OneFootball’s intellectual property rights. OneFootball’s failure to secure, protect, and enforce OneFootball’s intellectual property rights could adversely affect OneFootball’s business, reputation, financial condition, or operating results.

13. No management rights in OneFootball

Fans will have no voting rights or other management or control rights in OneFootball by virtue of the $OFC Tokens, and, consequently, the acquisition of the $OFC Tokens does not carry with it any right to take part in the control or management of OneFootball's business. Accordingly, OneFootball's directors and shareholders who hold voting shares will control OneFootball's decisions. Users will have no influence or vote on any corporate matters, and the voting shareholders and directors may take actions of which a majority of Users disapprove. In assessing the risks and rewards of dealing in $OFC Tokens, you must be aware that you are relying solely on the good faith, judgment and ability of OneFootball's directors, officers and employees to make appropriate decisions with respect to OneFootball's management.

14. The prices of digital assets are extremely volatile

Fluctuations in the price of digital assets could materially and adversely affect OneFootball's business and the $OFC Tokens may also be subject to significant price volatility.

The prices of crypto assets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the $OFC Tokens may also be highly volatile. Several factors may influence the market price, if any, of the $OFC Tokens, including, but not limited to:

- the ability (if any) of the $OFC Tokens to trade on a secondary market;
- global digital asset and token supply;
- global digital asset and token demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of crypto assets, the security of online digital asset exchanges and digital wallets that hold digital assets, the perception that the use and holding of digital assets is safe and secure, and the regulatory restrictions on their use;
- general expectations with respect to the rate of inflation, interest rates and exchange rates;
- changes in the software, software requirements or hardware requirements underlying $OFC Tokens;
- changes in the rights, obligations, incentives, or rewards for the various holders of $OFC Tokens;
- interruptions in service from or failures of major digital asset and token exchanges on which digital assets and tokens are traded;

- investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in tokens or other digital assets;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- regulatory measures, if any, that affect the use of crypto assets and changes in Applicable Law;
- global or regional political, economic or financial events and situations; and
- expectations among digital assets participants that the value of tokens or other digital assets will soon change.

A decrease in the price of a single digital asset may cause volatility in the entire digital asset and token industry and may affect other digital assets including the $OFC Tokens. For example, a security breach that affects confidence in Bitcoin or Ether may affect the industry as a whole and may also cause the price of the $OFC Tokens and other digital assets to fluctuate. Such volatility in the price of the $OFC Tokens may result in significant loss over a short period of time.

15. Market sentiment risk

There is a tendency in the media to group crypto assets. Therefore, the market perception of one crypto asset may influence another, even if there is no direct link between the two. Also, a hack or issue with platforms or a smart contract may lead to a loss of User confidence more generally in crypto assets as an investment. A loss of confidence in a crypto asset can lead to large losses in the value of crypto assets generally and therefore may cause the price of the $OFC Tokens to decrease.

16. Purchasers may lack information for monitoring their purchases

You may not be able to obtain all information you want from time to time regarding OneFootball, or the $OFC Tokens. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect to OneFootball or the $OFC Tokens in a timely manner. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information relating to your acquisition, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your holding of $OFC Tokens.

17. General economic risks

Please be aware that the value of the $OFC Tokens can fall as well as rise. If you buy $OFC Tokens, you may not get back the full amount you spent on the $OFC Tokens, or anything at all. The value of $OFC Tokens may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other crypto assets is not necessarily a guide to the future performance of $OFC Tokens.

18. Risk of extraordinary event

Fans bear the risks of an extraordinary event and of a partial or complete loss of their investment. Moreover, the risks of an extraordinary event are greater than for similar events with respect to other asset classes and, unlike in the case of other asset classes, are unable to be mitigated. In addition, it is not presently practical to insure against an extraordinary event. If an extraordinary event occurs, neither OneFootball nor any other person shall be liable to compensate Users for any losses that they may bear.

19. Unanticipated risks

Crypto assets such as the $OFC Tokens are a relatively new and untested technology. In addition to the risks included herein, there are other risks associated with your acceptance, holding and use of $OFC Tokens, including those that we cannot reasonably foresee.

Additional risks may also materialize as unanticipated variations or combinations of the risks discussed above.

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