

TERMS OF USE

Last Updated: June 26, 2026

1. INTRODUCTION

These are ProdigyChain's Terms of Use ("**Terms**"). The Terms apply to all users of the ProdigyChain Platform ("**Platform**"). "We," "our," and "us" refer to ProdigyChain, j.s.a., a simple joint-stock company, duly organized and existing under the laws of the Slovak Republic, with its registered office at: Karpatská 7, 911 01 Trenčín, Slovak Republic, BIN: 56 782 888, registered with the Commercial Register maintained by the District Court Trenčín, Section: Sja, Insertion no.: 23/R ("**ProdigyChain**"). ProdigyChain is the developer and operator of the Platform.

Our goal is to allow student-athletes to create ProdigyCards, turning their Name, Image, and Likeness ("**NIL**") into limited-edition digital collectibles linked to blockchain. These cards help student-athletes build their brand, explore NIL opportunities, and fund their future through auctions, sales, and fundraisers. Beyond collectibles, our goal is to guide student-athletes through the process of creating and marketing their ProdigyCards, helping them develop key skills in NIL, brand-building, marketing, and financial literacy.

When you create an account and join the Platform, you become a **User**. Depending on your status, you can be a User as a:

- (i) student-athlete/artist (collectively "student-athlete");
- (ii) sport team and club, school and educational institution, federation and governing body, sport event and competition, spring or split season team and similar types of organizations (collectively "Organization");
- (iii) scout, agent, brands' representative, coach and similar industry professional (collectively "Industry");
- (iv) donor/investor/fan (collectively "Collector"); and
- (v) Users who are exploring the Platform without full registration or specific functional roles (collectively "Visitor").

These Terms govern your access to and use of the Platform, including any content, functionality, and services offered on or through the Platform. By creating an account, accessing, or using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms. You represent that you are of legal age to form a binding contract with ProdigyChain in your jurisdiction, or if you are not, that you have obtained Guardian's consent to do so.

You may not use the Platform if you are less than 14 years old. If you are the Minor, the following additional requirements apply to you:

Your Guardian:

- (i) must provide explicit consent for your use of the Platform;
- (ii) must complete identity verification through our Payment Processor - Stripe;
- (iii) must approve all financial activities and transactions;
- (iv) will receive copies of all Platform communications; and
- (v) retains the right to terminate your account at any time.

If you are using the Platform on behalf of an entity, you represent and warrant that you have the authority to act on behalf such entity and to bind that entity to these Terms, and that by accepting these Terms, you are doing so on behalf of that entity. If you do not have such authority, you may not access or use this Platform. Your only recourse in the case of your unwillingness to continue to be bound by these Terms is to stop using the Platform.

2. DEFINITIONS

“Blockchain Technology” shall mean a decentralized, distributed ledger technology that records transactions across many computers, ensuring security and immutability.

“Digital Collectibles” or **“ProdigyCards”** shall mean limited edition digital assets, represented as Non-Fungible Tokens (NFTs) on a blockchain, created to enable student-athletes to monetize their Name, Image, and Likeness.

“Donation”, “Donate”, “Donated” shall mean the legal framework governing charitable donations made through the Platform, applicable worldwide to all involved beneficiaries of auction or direct donation. A Donation encompasses the voluntary and unilateral transfer of funds or assets without expectation of any economic or legal return, the transparent allocation of donated amounts to designated beneficiaries, compliance with Slovak Republic tax regulations and, to the maximum extent practicable, with the generally recognized principles of charitable giving in relevant foreign jurisdictions, proper documentation and reporting requirements for all donation transactions, compliance with applicable anti-money laundering and counter-terrorist financing regulations, and the legal obligations of all parties involved in the donation process including donors, recipients, and Platform operators. For the avoidance of doubt, any symbolic acknowledgement, non-fungible token, or token of appreciation received by a donor shall not be deemed a consideration or return performance, and shall not affect the legal characterization of the transfer as a Donation.

In the event that, under the laws of any jurisdiction, a transfer made through the Platform does not qualify as a “Donation,” such transfer shall, to the fullest extent permitted, be deemed and treated as a Donation under the laws of the Slovak Republic, and the parties expressly agree that the intention and economic substance of the transfer is that of a voluntary charitable donation.

“Friendships4Life”, shall mean an organization established under the laws of Columbus, Ohio, USA and organized exclusively for charitable and educational purposes within the meaning of 501(c)3 and 501(j) of the Internal Revenue Code (www.friendships4life.org).

“Guardian” means a parent, legal guardian, or person with legal authority to make decisions on behalf of a Minor.

“Minor” means any individual from age 14 to age 17 (including), with specific enhanced protections applying, who are permitted to use the Platform under Guardian’s supervision.

“Name, Image, and Likeness (NIL)” shall refer to the rights of student-athletes to control and profit from their personal brand, as recognized under applicable laws and regulations.

“Platform” shall mean the comprehensive online educational ecosystem developed and operated by ProdigyChain, encompassing the creation, distribution, and trading of ProdigyCards, NIL educational resources, brand-building guidance, marketing skill development, financial literacy, training, and networking opportunities for student-athletes. The Platform serves as both, a marketplace for Digital Collectibles, as well as an educational

hub designed to guide student-athletes through NIL monetization, personal brand development, and essential business skills acquisition.

“**Organizations**” shall mean the combined category of entities including sport teams, clubs, schools, educational institutions, federations, governing bodies, sport events, competitions, and spring or split season teams that participate in the Platform’s Donation ecosystem.

“**Smart Contract**” shall mean a self-executing computer program deployed on a blockchain that automatically enforces predefined rules governing Donations, allocations, and transfers of ProdigyCards within the Platform. Smart Contracts ensure transparent, secure, and immutable execution of agreed parameters, such as minimum and maximum Donation amounts, distribution of Donated funds among designated beneficiaries, and transfer of ownership of ProdigyCards, without the need for further human intervention.

“**Stripe**” shall mean Stripe, Inc., a third-party payment service provider, together with its affiliates, engaged by the Platform to facilitate the secure processing of Donations, subscriptions, payouts, and other financial transactions. Stripe provides identity verification, Know-Your-Customer (KYC) and Anti-Money Laundering (AML) compliance services, including enhanced verification for guardians of Minors as required under these Terms. All financial transactions conducted through Stripe are subject to Stripe’s own terms of service and privacy policy, and by using the Platform you agree to be bound by such terms and policies in addition to these Terms.

“**Terms**” shall mean these ProdigyChain’s Terms of Use, including all its Recitals, Articles, and any Schedules or exhibits attached hereto, as amended from time to time.

“**User**”, “**You**”, “**Your**” shall refer to any individual or entity accessing or using the Platform.

3. CHANGE OF TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will date and post the updated version of these Terms on <https://www.prodigy-chain.ai/>. Any changes will be effective upon posting the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). The User’s continued access to or utilization of any part of the Platform shall constitute the User’s acceptance of such amendments. Should the User disagree with any amendment, the User shall immediately cease using the Platform.

When changes of these Terms affect the rights or obligations of Minors, we will provide enhanced notification including:

- (i) direct notification to all verified Guardians;
- (ii) clear explanation of how changes affect Minors;
- (iii) opportunity for Guardians to review and re-consent the continued use of the Platform; and
- (iv) provision of a grace period for Guardians to withdraw consent to use the Platform.

We may specifically require the Guardians to provide consent to the updated Terms in a specified manner before further use of the Platform is permitted.

4. PRIVACY POLICY

The Platform collects various data to enhance Users' experience, provide analytics, and ensure compliance with applicable laws. Your use of the Platform is governed by our Privacy Policy, which is incorporated herein by reference. The Privacy Policy are available on: <https://www.prodigy-chain.ai/>. Please review our Privacy Policy to understand our practices regarding the collection, use, and disclosure of your personal information.

Enhanced privacy safeguards shall apply to the processing of personal data relating to Minors. Such safeguards shall include, inter alia: (i) compliance with the principle of data minimization, (ii) implementation of appropriate technical and organizational security measures proportionate to the risks associated with processing, and (iii) the requirement of prior verifiable consent and ongoing supervision by a Guardian. For Users located in the European Union, processing of Minors' personal data shall comply with Article 8 of GDPR, including the applicable national age thresholds. For Users located in the United States, processing of Minors' personal data shall comply with applicable state privacy laws. For Users located outside the European Union and the United States, personal data shall be processed in accordance with applicable local data protection laws and, in any event, at a level consistent with GDPR standards.

Upon termination of Minor's account, the Platform shall provide enhanced rights to deletion of personal data in accordance with applicable data protection and privacy legislation.

5. ACCOUNT REGISTRATION

Provided that you are at least fourteen (14) years of age, access to certain functionalities of the Platform may require the creation of a personal User account. The User may, at any time, delete their account.

By registering an account, the User represents and warrants that all information supplied during the registration process is accurate, current, and complete, and undertakes to promptly update such information to ensure its continued accuracy, currency, and completeness. The User shall be solely responsible for maintaining the confidentiality, security, and appropriate use of the account, including safeguarding all authentication credentials (such as passwords) and ensuring that no unauthorized person gains access thereto. The User acknowledges and agrees that all activities conducted through the User's account shall be deemed to have been carried out by the User. In the event of any suspected compromise of the account, the User shall immediately notify ProdigyChain at info@prodigychain.ai.

In the case of Minors, ProdigyChain may apply additional protective measures, which may include:

- (i) granting the User's parent or legal guardian access to account security settings;
- (ii) enhanced monitoring for unauthorized access attempts;
- (iii) immediate notification to Guardian of any security incidents; or
- (iv) restricted access controls with respect to account modifications.

The Platform shall automatically review each Minor's account once the User (previously Minor) reaches 18 years of age. The Platform shall enable the lawful transfer of account ownership from Guardian to the User upon they reach 18 years of age.

The User further undertakes to ensure the protection of ProdigyChain's data and acknowledges that the account is personal in nature and may not be assigned, sold, or otherwise transferred to any third party.

The User expressly agrees that ProdigyChain may, at its sole discretion and at any time, suspend or terminate the User's account or access to the Platform, and may remove or delete any associated content, digital items (including ProdigyCards), posts, offerings, or benefits, with or without prior notice, and without any liability to the User or to any third party for any resulting claims, damages, costs, or losses.

The User irrevocably waives any right to bring a claim against ProdigyChain in connection with the suspension or termination of the User's account or removal of any content. In the event the User nevertheless initiates such a claim, the User shall indemnify and hold harmless ProdigyChain from and against all damages, losses, costs, and expenses (including attorneys' fees) arising therefrom.

6. USE OF THE PLATFORM, COMPLIANCE OBLIGATIONS AND PROHIBITIVE CONDUCT

The Platform is made available exclusively for use by registered Users for purposes relating to NIL monetization, Digital Collectibles, and related educational resources as described herein. The Platform serves as an educational tool designed to assist student-athletes in the creation, commercialization, and promotion of their ProdigyCards, while simultaneously fostering the development of essential skills in NIL management, brand-building, marketing, and financial literacy. In this regard, the Platform provides educational resources, mentorship opportunities, and practical guidance to assist student-athletes in navigating the complexities of personal brand development, digital asset creation, and sustainable financial planning for both their athletic and post-athletic careers.

The User acknowledges and agrees that it shall bear sole and exclusive responsibility for ensuring full compliance with all applicable laws, rules, and regulations in connection with its access to and use of the Platform. The User further acknowledges and agrees that it shall be solely responsible for any and all data, information, or content that it uploads, posts, publishes, displays, transmits, or otherwise makes available through its account. Upon our request, the User shall promptly provide, at its own cost and expense, such information, documentation, or other evidence as we may reasonably require to verify the User's compliance with these Terms.

You shall bear sole responsibility for ensuring full compliance with all applicable laws in connection with your access to and use of the Platform. You shall further bear sole responsibility for any and all content that you upload, post, publish, display, transmit, or otherwise make available through your account. You agree to fully cooperate with, and promptly provide, any information or evidence reasonably requested by us for the purpose of verifying your compliance with these Terms.

The User covenants and agrees that it shall not, directly or indirectly, engage in any of the following prohibited activities:

- (i) using the Platform for any unlawful purpose or in violation of any local, state, national, or international law or regulation;

- (ii) infringing or encouraging others to infringe the rights of third parties, including without limitation intellectual property rights;
- (iii) uploading, posting, or otherwise distributing any content that is unlawful, defamatory, libelous, inaccurate, or which a reasonable person could deem objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- (iv) interfering with, disabling, or circumventing any security-related features of the Platform;
- (v) interfering with or disrupting the operation of the Platform, or any other User's access to or enjoyment of the Platform;
- (vi) engaging in fraudulent activity of any kind, including without limitation impersonating any person or entity, misrepresenting affiliations, accessing another User's account without authorization, or falsifying personal data including age or date of birth;
- (vii) attempting to circumvent any age-verification or guardian-consent requirements; and
- (viii) uploading any content containing third-party intellectual property (including logos, trademarks, copyrighted images, or other persons' NIL) without proper rights, consent, authorizations and documented permissions.

Additional restrictions applicable to Minors:

- (i) initiating or attempting to initiate Donations without proper Guardian authorization;
- (ii) publicly disclosing personal contact information;
- (iii) communicating privately with adult Users without Guardian oversight;
- (iv) attempting to disable, override, or otherwise circumvent Guardian supervision features.

The foregoing list of prohibited activities and restrictions is non-exhaustive. We reserve the right, in our sole discretion, to investigate violations of these Terms, to remove any offending content, to suspend or terminate a User's account, to restrict access to the Platform, and to report conduct to competent law enforcement or regulatory authorities.

With respect to any Donations made, accepted, or otherwise processed through the Platform, the User expressly represents, warrants, and covenants as follows:

- (i) the User shall not make or accept any Donation that they know or reasonably suspects to be erroneous, suspicious, or fraudulent;
- (ii) the User shall not use the Platform in, from, or for the benefit of any country, organization, entity, or individual subject to trade embargoes, sanctions, or similar restrictions under applicable law;
- (iii) the User shall maintain true, complete, and accurate copies of all electronic and physical records relating to Donations received or made, and shall make such records available to us upon request, without prejudice to any independent record-keeping obligations imposed under applicable law; and
- (iv) at our request, the User shall fully cooperate with, and provide assistance in connection with, any audit, investigation (including investigations conducted by us, Stripe, or any governmental or regulatory authority), or remedial measure relating to any actual or alleged violation of these Terms.

We reserve the right, in our sole discretion, to instruct the Payment Processor to refuse, condition, or suspend any Donation that may contravene these Terms, expose us, other Users, or third parties to unacceptable risk, or otherwise harm our interests, business partners, the public, or the integrity of the Platform.

We may disclose information regarding the User's use of the Platform, including without limitation details relating to the User's account, Donors, Donations, and related transactions, to financial institutions, regulatory bodies, or law enforcement agencies, in each case in accordance with our Privacy Policy and applicable law.

7. INTELLECTUAL PROPERTY RIGHTS

All content made available on or through the Platform, including without limitation text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, and any other materials (collectively, the **"Materials"**), is and shall remain the property of ProdigyChain or its respective licensors and is protected by applicable copyright, trademark, and other intellectual property laws.

ProdigyCards constitute limited-edition digital assets. The User acknowledges and agrees that while ownership of a ProdigyCard as a digital asset may vest in the User, all underlying intellectual property rights associated with the image, likeness, name, or other personal attributes of the relevant student-athlete shall remain vested in such student-athlete or their respective rights holders.

The User shall retain ownership of any content submitted, posted, or displayed on or through the Platform (**"User Content"**). By submitting, posting, or displaying User Content, the User hereby grants to us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to host, use, reproduce, distribute, modify, adapt, run, copy, publicly perform, publicly display, translate, and create derivative works of such User Content, in each case in connection with the operation, provision, and promotion of the Platform.

Where the User is a Minor, the following additional restrictions shall apply:

- (i) the Minor's Guardian must provide prior consent for any submission of User Content;
- (ii) the Guardian shall have the right to request removal of the Minor's User Content at any time;
- (iii) we may, in our sole discretion, subject the Minor's User Content to heightened review; and
- (iv) we may restrict or prohibit the commercial use or exploitation of the Minor's User Content.

By uploading User Content to create ProdigyCards, the User represents, warrants and covenants that:

- (i) it owns or has obtained all necessary rights, licenses, consents and permissions to use when creating User content and authorizes ProdigyChain to use all intellectual property rights related to User Content;
- (ii) its User Content does not infringe any trademark, copyright, or other intellectual property rights of any third party;

- (iii) it has secured all necessary permissions for any visible logos, trademarks, branded apparel, or other proprietary elements appearing in User Content, including but not limited to:
 - team logos and uniforms, sponsor logos and branded equipment;
 - venue branding or signage;
 - any other person's name, image, or likeness appearing in the content;
- (iv) it is solely responsible for ensuring compliance with all applicable laws and third-party rights before uploading any content; and
- (v) it has obtained the express consent of any identifiable person depicted in your User Content.

The User agrees to defend, indemnify, and hold harmless us from and against any claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including attorney's fees) arising from (i) User's breach of warranties stipulated above, (ii) any claim that the User Content infringes third-party intellectual property rights, (iii) any unauthorized use of any person's NIL or proprietary content in User Content.

Notwithstanding anything stated in these Terms, the Users understand and acknowledge that we do not review User Content for intellectual property compliance and we disclaim any responsibility for verifying that Users have obtained proper permissions for third-party content appearing in the User Content.

8. DIGITAL COLLECTIBLES (PRODIGYCARDS)

ProdigyCards are designated as non-fungible tokens ("NFTs"), each constituting a unique digital asset generated on the Platform. ProdigyCards are conceived and deployed primarily as educational instruments designed to assist student-athletes in understanding and developing competencies in (i) the monetization of name, image, and likeness (NIL) rights, (ii) the creation and management of digital assets, and (iii) the application of blockchain technologies.

The acquisition of ProdigyCards is effected through charitable Donations made via the Platform, whereby a Donor, in acknowledgment of such contribution, receives a ProdigyCard.

In addition to their nature as collectible digital assets, ProdigyCards are expressly intended to function as practical learning tools. They serve to facilitate student-athletes' development of skills in personal brand management, digital marketing, asset valuation, and financial literacy.

The Platform further undertakes to provide educational resources and structured guidance in connection with the issuance and promotion of ProdigyCards. Such guidance includes, *inter alia*, training in market analysis, pricing methodology, audience engagement, and strategies aimed at fostering sustainable revenue generation.

When you acquire a ProdigyCard, you own the specific digital token. This ownership is recorded on the blockchain. However, ownership of the ProdigyCard does not convey ownership of the underlying intellectual property.

You acknowledge and agree that there are risks associated with acquiring, holding, and using ProdigyCards, including but not limited to volatility, technological risks, regulatory risks, loss of access, and tax implications.

Notwithstanding any other provision herein, where a User is a Minor, the following conditions shall apply to all ProdigyCard-related activities:

- (i) no ProdigyCard transaction, acquisition, transfer, or disposal shall be valid or effective without the prior consent of the Guardian;
- (ii) the Platform shall provide to the Guardian, in clear and comprehensible form, enhanced disclosures regarding the nature of ProdigyCards, including associated risks, limitations, and intended educational purpose;
- (iii) the Platform shall impose age-appropriate monetary and transactional thresholds for Minors, as determined in its sole discretion, and such thresholds shall be non-waivable;
- (iv) the Guardian shall have continuous supervisory rights over all ProdigyCard-related activities of the Minor, including access to account settings, transaction records, and educational materials; and
- (v) upon the Minor attaining the age of majority, all ProdigyCard rights and obligations lawfully held in the Guardian's name on behalf of the Minor shall automatically vest in the User, subject to applicable law and Platform policies.

In order to ensure conformity with Regulation (EU) 2023/1114 on Markets in Crypto-Assets (“MiCAR”) and all other applicable legislation within the European Union, the following categories of ProdigyCards (*Series ONE* and *Custom Design ProdigyCard Series*) are issued under the Platform, each carrying distinct characteristics and purposes:

Athlete Edition – Minted in the name of the respective athlete, this edition constitutes the initial card of each series and is intended to represent the athlete's brand, narrative, and achievements. Users are encouraged to retain such cards given their potential to appreciate in value over time. Users also may, at their sole discretion and subject to Platform rules, auction such cards in the future to finance personal development or other initiatives.

Dream Edition – This edition is designed to embody inspiration, perseverance, and continuous learning. It serves as an educational collectible to encourage student-athletes to remain committed to personal growth and to draw motivation from exemplary figures in sport and education.

Friendships4Life Edition – This edition is linked to the Platform's charitable partner, Friendships4Life, a foundation dedicated to supporting underprivileged student-athletes through scholarships, equipment, and related assistance. By acquiring or holding this edition, Users acknowledge that a portion of the Platform's mission is to contribute to this charitable cause.

Team Edition – This edition symbolizes the collective effort of the athlete's supporting network, including but not limited to parents, siblings, teammates, coaches, and professional staff. It is issued to emphasize that athletic success is achieved through collaboration and shared effort.

ProdigyChain Edition – This edition constitutes the central collectible of the Platform. By registering on the Platform, each User acknowledges and agrees that the final card of every series shall be Donated, without further consideration, to the ProdigyChain Vault. The use, retention, or disposition of such cards shall remain within our sole discretion.

Physical and Alternative Format Collectibles

ProdigyChain reserves the right, at its sole discretion, to create, issue, and offer for sale physical or alternative-format versions of any digital collectible, including but not limited to graded 1-of-1 items in paper, metal, or other tangible forms.

Such physical or alternative-format collectibles may be linked to, derived from, or associated with a corresponding digital ProdigyCard, but may be offered, distributed, or sold independently.

Ownership or purchase of a digital collectible does not automatically grant any rights, claims, or entitlement to any physical or alternative-format version unless explicitly stated by ProdigyChain.

9. PAYMENT PROCESSING AND FINANCIAL TRANSACTIONS

For any financial activities, including minting ProdigyCards for disposal, receiving Donations, or making in-app purchases, Users will be required to complete a “hard sign-up” process. This process involves comprehensive Know Your Customer (“KYC”) and Anti-Money Laundering (“AML”) verification, facilitated by our partner Stripe, Inc. (“**Stripe**”). Stripe is a third-party electronic payment processor (“**Payment Processor**”) that the Platform uses for the facilitation of all financial transactions conducted through the Platform, including, without limitation, Donations, subscriptions, and payouts. All details can be found here: <https://stripe.com/en-sk/privacy>.

By using the Platform, you acknowledge and agree that:

- (i) the engagement of the Payment Processor is integral to the operation of the Platform. Accordingly, the Platform may share with Stripe such information as is reasonably necessary to process transactions and to comply with applicable laws;
- (ii) we are not a broker, agent, financial institution, money services business, or creditor. We expressly disclaim any responsibility for Users’ conduct, fundraising outcomes, or Donation solicitation. Users understand and agree that we do not guarantee, and shall not be liable for, the amount of funds raised by any User;
- (iii) our role is limited to providing technology that enables student-athletes to connect with other Users, including Donors, investors, and fans, for the purpose of fundraising and community engagement; and
- (iv) to ensure compliance with applicable AML regulations and to preserve the integrity of the Platform, all Users engaging in financial transactions are required to complete KYC verification administered directly by Stripe. Failure to successfully complete KYC verification may result in denial, suspension, or termination of access to financial functionalities of the Platform.

Where the User is a Minor, the following enhanced KYC obligations shall apply:

- (i) verification of the Guardian’s identity through a valid government-issued identification document;
- (ii) verification of the Guardian’s designated financial account for the processing of all monetary transactions conducted on behalf of the Minor;
- (iii) execution of a written consent by the Guardian expressly acknowledging and authorizing the Minor’s participation in ProdigyCard-related activities;
- (iv) maintenance of documentary evidence demonstrating the Guardian’s continuing oversight of the Minor’s activities on the Platform; and
- (v) application of additional due diligence measures in connection with any high-value transactions involving Minors, as determined by the Platform in our sole discretion and in accordance with applicable law.

The Guardian will be responsible for managing the account of the Minor and confirm eligibility to receive Donations.

The Payment Processor facilitates the secure processing of Donations, subscriptions, payouts, and other financial transactions. Processing of financial transactions may take up to 7 days. All financial transactions shall be processed in United States Dollars. Foreign exchange fees, card holder fees and the charges of the Payment Processor may apply. We do not charge any fees or charges in connection with processing of financial transactions.

ProdigyChain USA is expressly authorized to collect, receive, and process all Donations and fees generated through the Platform within the United States. Such collections shall be subject to proper invoicing, accounting, and intercompany taxation compliance in accordance with applicable laws and regulations.

10. USER TYPES AND ACCOUNT FUNCTIONALITY

The Platform is designed to serve a diverse community. During the registration process, Users will be prompted to identify themselves within one of the following categories:

- (i) **Student-Athletes** - individuals who create and monetize their NIL through ProdigyCards, access educational resources, and engage with the community;
- (ii) **Organizations** - a comprehensive category encompassing sport teams and clubs, schools and educational institutions, federations and governing bodies, sport events and competitions, spring or split season teams. These organizations are associated with student-athletes and may receive designated portions of Donations through the Platform's charitable Donations;
- (iii) **Industry** - individuals such as scouts, coaches, agents, or representatives of brands seeking collaboration with student-athletes;
- (iv) **Collectors** - individuals or entities providing financial support to student-athletes through Donations or other means such as donors, investors and fans; and
- (v) **Visitors** - users who are exploring the Platform without full registration or specific functional roles.

Enhanced Registration and Oversight for Minor Users. Where the User is a Minor, the following enhanced registration and supervisory requirements shall apply:

- (i) **Initial Registration.** A Minor may initiate registration through social media credentials or email. At the point of registration, the Minor must accurately disclose that they are under eighteen (18) years of age.
- (ii) **Guardian Verification.** Prior to account activation, the following steps shall be completed by the Minor's Guardian:
 - verification of the Guardian's identity through Stripe's KYC process;
 - completion and execution, by means of electronic signature, of the Guardian consent form;
 - verification of the Guardian's contact information; and
 - verification of the Guardian's designated financial account for any monetary transactions associated with the Minor's use of the Platform.
- (iii) **Account Supervision.** Upon activation, all Minor accounts shall be subject to automated Guardian oversight mechanisms, including but not limited to:
 - Guardian access to the account dashboard;

- automatic copying of Platform communications to the Guardian's verified email address;
 - transaction approval workflows requiring Guardian consent; and
 - periodic account activity reports delivered to the Guardian.
- (iv) **Ongoing Compliance.** All Minor accounts shall be subject to recurring compliance reviews to ensure continued Guardian oversight and adherence to applicable legal and regulatory obligations.

Student-Athletes Account Functionality and Educational Development:

- (i) **Registration and Educational Access.** Student-athletes must register with the Platform to gain access to its monetization features and educational resources. Registration grants access to, *inter alia*, guidance on NIL rights, tutorials on brand-building, workshops on marketing strategies, and training in financial literacy, each intended to support the development of essential business skills. Where the User is a Minor, registration shall not be valid without the prior consent and approval of the User's Guardian.
- (ii) **ProdigyVault and Learning Hub.** The Platform provides a personalized interface ("ProdigyVault" and "Learning Hub") through which student-athletes may manage ProdigyCards, monitor their progress, and access structured educational content. Such content includes, without limitation, guides for ProdigyCard creation and marketing, NIL opportunity identification, and brand development. The ProdigyVault serves as both a management tool and educational dashboard. Minors' access to the ProdigyVault shall be subject to continuous Guardian oversight.
- (iii) **True Identity and Educational Profile Development.** Student-athletes are required to register under their true legal identity. The Platform provides structured educational resources to assist student-athletes in developing their personal brand and professional profile, including presentation of athletic achievements, academic records, and personal narratives. For Minors, all identity information must be verified by the Guardian prior to activation of the financial part of the account.
- (iv) **Comprehensive Profile and Brand Building.** Student-athletes may create comprehensive profiles with guidance from Platform resources on personal branding, storytelling, and professional presentation. Tutorials are provided through our social media channels to enable student-athletes to effectively showcase athletic achievements, academic accomplishments, and personal values. For Minors, enhanced privacy settings are automatically applied, and public display of personal information is limited.
- (v) **Donation Sharing and Financial Literacy.** Student-athletes acknowledge and agree to allocate designated portions of Donations to beneficiaries as provided under these Terms. The Platform provides educational content regarding charitable giving and financial responsibility, with the aim of fostering informed decision-making by student-athletes and strengthening the community relationships.
- (vi) **Community Engagement and Marketing Skills Development.** The Platform enables student-athletes to engage with the broader community, showcase talents, and acquire skills in marketing and networking. Educational resources include social media strategy, fan engagement, sponsor relations, and professional networking guidance. For Minors, enhanced safety features shall apply, and all community interactions shall be subject to Guardian oversight.

- (vii) **Educational Resources and Skill Development.** The Platform further provides comprehensive training and educational materials, including but not limited to:
- NIL rights and regulatory compliance;
 - personal brand development workshops;
 - digital marketing and social media strategy;
 - financial literacy; and
 - entrepreneurship and business development guidance.

Reservation of Rights.

We reserve the right, in our sole discretion and without any liability, to (i) approve, refuse, suspend, or terminate any student-athlete's registration; (ii) request additional documentation; (iii) limit or revoke access to messaging or discovery features; and (iv) remove any content or profile that violates these Terms, applicable law, or our internal compliance standards.

Organizations Account Functionality (Combined Category):

Organizations encompass all types of sporting and educational entities that support student-athletes and participate in the Platform's charitable giving ecosystem. This unified category streamlines the registration and management process while maintaining the diverse functionality needed by different organizational types.

Registration Requirements. To claim their profile and receive Donations, Organizations must register and complete a registration process, providing:

- (i) **Organizational Information** - full legal name and type of organization (team, club, school, federation, event organizer), registration details, address of operation, sport/activity affiliation, and operational scope;
- (ii) **Contact Information** - primary contact person's name and professional role, verified email and phone number, and secondary (backup) contact information;
- (iii) **Financial Information** - bank account details for receiving Donations, credit/debit card information for registration processing, or PayPal/Venmo account information as applicable, tax identification information; and
- (iv) **Verification Documents** - copy of extract from companies' register proving ability to bind respective organization and showing the business address;

Functionality and Benefits. Upon registration, Organizations:

- (i) can receive Donations from disposals of student-athletes' ProdigyCards;
- (ii) can network with other Organizations; and
- (iii) get access to promotional opportunities within the Platform ecosystem.

Enhanced features and reporting tools can be available on subscription-based access.

Compliance and Oversight. - Organizations shall be subject to:

- (i) regular verification of organizational status;
- (ii) compliance with charitable giving regulations;
- (iii) transparent reporting of Donation receipt and usage;
- (iv) integration with Platform's overall compliance framework.

Reservation of Rights.

We reserve the right, in our sole discretion and without any liability, to (i) approve, refuse, suspend, or terminate any Organization's registration; (ii) request additional documentation; (iii) limit or revoke access to messaging or discovery features; and (iv) remove any content or profile that violates these Terms, applicable law, or our internal compliance standards.

Industry Account Functionality (Combined Category):

Industry Users are registered Users who are active as a sports or arts professionals, or who represent brands or businesses seeking to use the Platform to establish connections with other Users (including, without limitation, in relation to NIL opportunities, endorsement arrangements, marketing and promotional activities, representation, scouting, or similar engagements).

Registration Requirements. Industry Users may access the Platform under one of the following pathways:

- (i) soft profile (visitor) - limited-functionality access following basic account creation and verification;
- (ii) full profile (user) - full profile with enhanced functionality, subject to verification and any applicable subscription fees;

and provide the following:

- (i) **Business Identification** - legal name of business/organization; registered address; business registration/identification number;
- (ii) **Professional Profile** - profession/type of services, sport/activity;
- (iii) **Contact Information** - contact person's name and professional role, verified email, URL address and phone number, optionally social media links;
- (iv) **Service Details** - description of services offered; indicative number of clients/members served.

We may, at our discretion, request additional documentation to verify business existence, authority of signatory, and lawful right to offer the declared services.

Compliance and Oversight. Industry Users acknowledge and agree to:

- (i) comply with all applicable laws, regulations, league/association rules, NIL policies, advertising standards, and Minors' protections when using the Platform or engaging with Users;
- (ii) refrain from making misleading claims, unlawful solicitations, or offering services they are not legally authorized to provide;
- (iii) adhere to Platform content standards; no spam, harassing, or deceptive practices;
- (iv) respect Minor protections—no direct outreach to Minors except through the Platform's guarded flow and only with verified Guardian consent where required by these Terms; and
- (v) use the Platform messaging tool for initial contact and refrain from harvesting contact details for off-Platform marketing without the recipient's express consent.

Verification; Fees; Changes.

We may require identity and/or business verification (and, where applicable, payment method verification) prior to enabling or continuing subscription features. Subscription pricing, scope of features, and availability may be updated from time to time in accordance with these Terms.

Reservation of Rights.

We reserve the right, in our sole discretion and without any liability, to (i) approve, refuse, suspend, or terminate any Industry User's registration; (ii) request additional documentation; (iii) limit or revoke access to messaging or discovery features; and (iv) remove any content or profile that violates these Terms, applicable law, or our internal compliance standards.

Collectors Account Functionality (Combined Category):

Collectors are Users who are 18 years of age or older and who elect to Donate financial support to student-athletes and artists through Donations. Collectors may acquire ProdigyCards via charitable fundraisers, auctions, or direct Donations, and may hold such ProdigyCards within their ProdigyVault for personal collection, future resale within the ProdigyChain Marketplace, or transfer on permitted third-party platforms, subject to these Terms. Collectors engage with the Platform community by supporting athletes, contributing to charitable initiatives, and interacting with Industry Users and other Collectors.

Registration Requirements. Collectors may access the Platform under one of the following pathways:

- (i) soft profile (visitor) - limited-functionality access following basic account creation and verification;
- (ii) full profile (user) - full profile with enhanced functionality, subject to identity and payment verification;

and provide the following:

- (i) **Personal Details** - first name, last name, verified email address, verified mobile number;
- (ii) **Identification and Residency** - valid government-issued identification card and proof of residency, optionally website and social media links; and
- (iii) **Financial Information** - bank account and/or credit card details for Donations, purchases, and payouts.

We may, at our discretion, request additional documentation to verify identity, residency, or lawful use of funds.

Compliance and Oversight. Industry Users acknowledge and agree to:

- (i) comply with all applicable laws, including AML, counter-terrorist financing (CTF), and sanctions regulations;
- (ii) refrain from misrepresenting the purpose of Donations or the origin of funds;
- (iii) maintain accurate records of Donation and ProdigyCard transactions;
- (iv) respect the rights of Minors and refrain from engaging in direct contact with Minors outside the Platform's consent-based communication framework; and

- (v) comply with Pour internal compliance standards and any additional verification procedures required for high-value transactions.

Reservation of Rights.

We reserve the right, in our sole discretion and without any liability, to suspend, restrict, or terminate the registration or functionality of any Collector who fails to comply with these Terms, applicable law, or internal compliance requirements, or whose participation may pose reputational, legal, or financial risk to the Platform or its community.

Enhanced Registration and Oversight for Minor Users shall apply to Collectors as stipulated above in these Terms.

Visitor's Account Functionality shall encompass the basic browse public areas functions.

11. DONATION ALLOCATION AND CHARITABLE GIVING

Primary Marketplace – Charitable Fundraisers (Series ONE ProdigyCards / Custom made ProdigyCards).

- (i) **Creation and Minting.** The Primary Marketplace facilitates the charitable fundraiser of the first automatically minted ProdigyCards issued under *Series ONE* or *Custom made ProdigyCard*. Each of these ProdigyCards *Series* set shall consist of five ProdigyCards, of which the final card shall be permanently retained by ProdigyChain ("**Retained Card**"). *Series ONE* or Custom made ProdigyCards may be acquired either through (i) auction or (ii) direct Donation. By participating, the student-athlete acknowledges and agrees that all Donations are subject to allocation among specified beneficiaries in accordance with these Terms through Donations made by the student-athletes. Where the student-athlete is a Minor, prior consent of the Guardian shall be required for all transactions.
- (ii) **Donation Mechanism.** The Primary Marketplace operates as a charitable fundraising mechanism, whereby Users may provide Donations through either auction processes or direct Donations administered via the Platform's Smart Contracts.
- (iii) **Donation Limits.** Donations shall be subject to the following thresholds:
 - **Minimum Donation:** fifty United States Dollars.
 - **Minimum Bid increase:** five United States Dollars.
 - **Maximum Donation:** as expressly stated on the Platform and implemented and enforced through Smart Contract functionality.
- (iv) **Allocation of Donations.** Donations received by student-athlete through the Primary Marketplace in connection with *Series ONE* ProdigyCards shall be allocated through Donations made by such student-athlete as follows:
 - **Eighty percent (80%)** retained with student-athlete;
 - **Four percent (4%)** Donated by student-athlete to an Organization designated by the student-athlete;
 - **Two percent (2%)** Donated by student-athlete to a second Organization designated by the student-athlete;
 - **Four percent (4%)** Donated by student-athlete to a charity pre-selected by us, currently Friendships4Life, which, however, can be changed by the student-athlete to any other charity of their choice;
 - **Ten percent (10%)** Donated by student-athlete to ProdigyChain.

Enhanced Oversight for Minor Student-Athletes. For student-athletes who are Minors, the following additional safeguards shall apply:

- Guardian approval shall be required for all Donation allocation decisions;
- documentation evidencing Guardian approval of charitable giving choices shall be maintained by the Platform;
- Guardians shall exercise oversight over fund distribution and usage; and
- the Platform shall provide regular reporting to Guardians concerning Donation activities associated with the Minor's account.

Secondary Marketplace.

On-Platform Resale (ProdigyChain Secondary Marketplace).

- (i) **Resale of ProdigyCards.** The Secondary Marketplace within the Platform enables the charitable resale of ProdigyCards previously acquired by a donor ("**Donor**"). Such resale may occur either through (i) auction or (ii) direct Donation. Where a party of a transaction is a Minor, prior consent of the Guardian shall be required for such transaction.
- (ii) **Donation Limits.** Donations made through the Secondary Marketplace shall be subject to the following thresholds:
 - **Minimum Donation:** fifty United States Dollars;
 - **Maximum Donation:** as expressly stated on the Platform and implemented and enforced through Smart Contract functionality.
- (iii) **Allocation of Donations (On-Platform Resale).** Donations received from Secondary Marketplace transactions conducted within the Platform shall be allocated through Donations made by such Donor as follows:
 - **Ninety percent (90%)** retained with the Donor;
 - **Five percent (5%)** Donated by the Donor to the student athlete who originally created this ProdigyCard;
 - **Five percent (5%)** Donated by the Donor to ProdigyChain.

Off-Platform Resale (External Marketplaces).

External Transfers and Resale. Users may dispose of the ProdigyCards on third-party NFT marketplaces (e.g., OpenSea), subject to the technical and legal limitations of such external platforms. Guardian approval shall be required for all transactions conducted by Minors.

Allocation of Donations (Off-Platform Resale). Where and if technically and legally feasible, Donations derived from Secondary Marketplace transactions conducted outside the Platform shall be allocated as follows without any guarantees or liability by ProdigyChain platform:

- **Ninety percent (90%)** retained with the Donor;
- **Five percent (5%)** Donated by the Donor to the student athlete who originally created this ProdigyCard;
- **Five percent (5%)** Donated by the Donor to ProdigyChain.

In-App Purchases.

Custom Design ProdigyCard Series. Users may purchase a *Custom Design ProdigyCard Series* consisting of five ProdigyCards. The purchase price shall be fifty United States Dollars, subject to applicable taxes and fees, and may be adjusted for Users located outside the European Union to reflect minimum pricing thresholds, currency fluctuations, or compliance with local regulations.

Subscriptions. The Platform may offer subscription-based services, the details of which (including scope, pricing, and renewal terms) shall be determined by us and made available within the User's ProdigyVault.

Fundraising Initiatives and Co-Branded Programs

From time to time, we may, in addition to our educational mission, facilitate fundraising and endorsement initiatives through the issuance and use of ProdigyCards. Such initiatives are intended to enable student-athletes to develop their personal brand, showcase their achievements, and monetize opportunities associated with their NIL.

We may collaborate with organizations, charitable foundations, educational institutions, brands, or other eligible partners (which may or may not be Users) to implement customized, co-branded, or white-label fundraising programs (each a "Fundraising Program"). These Fundraising Programs may be tailored to the needs of the sponsoring organization for the dual purposes of enhancing brand visibility and providing financial or promotional support to student-athletes and/or sport organizations.

The criteria, structure, and allocation framework of each Fundraising Program shall be determined jointly by us and the relevant sponsoring organization and, where applicable, participating brands or student-athletes. Each Fundraising Program shall be administered with the objective of maximizing community engagement, enhancing fan-base activation, and ensuring that the proceeds are directed in a manner consistent with the stated charitable or donation goals of the program.

We expressly reserve the right, in our sole discretion and without liability, to approve, modify, suspend, or terminate any Fundraising Program, in whole or in part, at any time. We further reserve the right to reject participation by any organization, brand, or individual that fails to comply with applicable laws, these Terms, or our internal compliance standards.

12. TAX

You acknowledge and agree that any potential tax benefits, deductions, or credits associated with a Donation are subject to the laws of the Donor's country of residence or taxation. You remain solely responsible for determining and complying with your own tax obligations, including any reporting or filing requirements. Neither us, nor the Platform provide tax, legal, or financial advice and makes no representations or warranties regarding the availability of tax benefits in any jurisdiction.

13. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND INDEMNIFICATION

- (i) **Use at Own Risk.** Your access to and use of the Platform is undertaken entirely at your own risk. The Platform is provided strictly on an "as is" and "as available" basis.
- (ii) **Exclusion of Warranties.** To the maximum extent permitted under applicable law, we expressly disclaim and exclude all warranties, conditions, and representations of any kind, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- (iii) **Limitation of Liability.** In no event shall we or any of our officers, directors, employees, agents, or affiliates be liable for any (i) indirect, incidental, special, consequential, punitive or exemplary damages (ii) damages for loss of profits (iii)

damages for loss of goodwill (iv) damages for loss of use (v) loss or corruption of data or (vi) other intangible losses, whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (a) the use or the inability to use the Platform (b) 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 (c) any promotions and related prizes or rewards made available through the Platform (d) unauthorized access to or alteration of your transmissions or data (e) statements or conduct of any third party on the Platform or (f) any other matter relating to the Platform. To the fullest extent permitted by applicable law, in no event will our total liability to you for all damages, losses (including contract, negligence, statutory liability or otherwise) or causes of action exceed the amount of one hundred United States Dollars.

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 limitations set forth above may not apply to you. If you are dissatisfied with any portion of the Platform or with these Terms, your sole and exclusive remedy is to discontinue use of the Platform.

- (iv) **No Guarantee.** Without limiting the foregoing, we make no representation, warranty, or guarantee that:
- the Platform will meet your requirements or expectations;
 - the Platform will be uninterrupted, timely, secure, or error-free;
 - any results obtained from the use of the Platform will be accurate, complete, or reliable; or
 - the quality, suitability, or value of any products, services, information, or other material purchased or obtained by you through the Platform will meet your expectations.
- (v) **Interactions with Others.** You acknowledge and agree that you are solely responsible for your interactions with any third parties in connection with the Platform. We shall bear no responsibility or liability arising from or relating to such interactions.
- (vi) **Enhanced Disclaimers for Minor Users.** For Minors, the following additional disclaimers shall apply:
- the Guardian expressly acknowledges and accepts all risks associated with the Minor's use of the Platform;
 - enhanced risk disclosures shall be provided to Guardians in connection with financial transactions and fundraising activities;
 - Guardians shall remain solely responsible for monitoring and supervising the Minor's use of the Platform; and
 - the Platform shall have no responsibility for, and expressly disclaims liability in connection with, the adequacy of Guardian supervision or the Minor's activities on the Platform.
- (vii) **Indemnification by Users.** You agree to defend, indemnify, and hold harmless us and our officers, directors, employees, agents, and affiliates (collectively, the "**Indemnified Parties**") from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to:
- your access to or use of the Platform;
 - your breach of these Terms or of applicable law;

- your violation of any third-party right, including intellectual property, publicity, confidentiality, property, or privacy rights; or
 - any dispute between you and any third party in connection with the Platform.
- (viii) **Guardian Indemnification for Minor Users.** In the case of Minors, the Guardian expressly agrees to:
- indemnify and hold harmless the Indemnified Parties from and against any claims, damages, obligations, losses, liabilities, or expenses (including reasonable attorneys' fees) arising from or related to the Minor's access to or use of the Platform;
 - assume full responsibility for ensuring the Minor's compliance with these Terms; and
 - provide additional indemnification in respect of any financial transactions or Donation activities undertaken by or on behalf of the Minor through the Platform.
- (ix) **DMCA Notice (U.S. Users).** If anyone located in the United States of America ("DMCA Complainant") believes that any material available on or through the Platform infringes DMCA Complainant's copyright, the DMCA Complainant may submit a notification pursuant to the U.S. Digital Millennium Copyright Act of 1998 ("DMCA") by providing our designated Copyright Agent with the following information ("DMCA Notice"):
- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
 - identification of the copyrighted work claimed to have been infringed, or, if multiple works are covered by a single notice, a representative list of such works;
 - identification of the material claimed to be infringing or the subject of infringing activity, together with information reasonably sufficient to permit us to locate it on the Platform;
 - information reasonably sufficient to permit us to contact the DMCA Complainant (including address, telephone number, and e-mail address);
 - a statement that the DMCA Complainant has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - a statement that the information in the DMCA Notice is accurate and, under penalty of perjury, that the DMCA Complainant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The DMCA Notice shall be submitted to:

Copyright Agent (U.S.)

ProdigyChain, j.s.a., Karpatská 7, 911 01 Trenčín, Slovak Republic

E-mail: info@prodigy-chain.ai

Subject line: "DMCA Notice"

Upon receipt of a valid DMCA Notice, we will promptly remove or disable access to the material and notify the User who posted it. If the User believes your content was wrongfully removed or disabled, you may send a counter-notification containing:

- Your physical or electronic signature;
- identification of the material that has been removed or to which access has been disabled, and the location where it appeared before removal;

- a statement, under penalty of perjury, that You have a good-faith belief the material was removed or disabled as a result of mistake or misidentification; and
- Your contact details.

If the original DMCA Complainant does not initiate court proceedings within the timeframe specified by the DMCA, we may reinstate the content.

- (x) **EU Copyright Notice Procedure (EU/EEA Users).** If anyone located within the European Union or European Economic Area (“**EU Complainant**”) believes any material available on or through the Platform infringes the Digital Single Market Directive (EU 2019/790) and the E-Commerce Directive (2000/31/EC), which establish a “notice-and-takedown” system for online content-sharing service providers, the EU Complainant may submit a notification with the following information (“**EU Notice**”):
- identification of the work claimed to be infringed and sufficient information to locate it on the Platform;
 - EU Complainant’s name, address, and e-mail address;
 - a statement that the EU Complainant is the rights holder or are authorized to act on behalf of the rights holder; and
 - a declaration that the EU Complainant has a good-faith belief that use of the material is not authorized and that the information provided is accurate.

The EU Notice shall be submitted to:

Copyright Contact (EU)

ProdigyChain, j.s.a., Karpatská 7, 911 01 Trenčín, Slovak Republic

E-mail: info@prodigy-chain.ai

Subject line: “EU Copyright Notice”

Upon receipt of EU Notice, we will promptly remove or disable access to the identified material while assessing the claim. The User will be informed and may submit a counter-notice explaining why the material should not be removed. We will review both submissions in good faith and restore the content only if the counter-notice is deemed valid or the parties otherwise resolve the dispute.

- (xi) **General provision.** We reserve the right to remove any User Content that may infringe third-party rights or violate these Terms, and to suspend or terminate accounts of repeat infringers. We may forward any valid infringement notice (including DMCA Complainant/EU Complainant contact information) to the User who uploaded the material or to competent authorities where legally required. For all intellectual-property claims other than copyright (e.g., trademarks, design rights, publicity rights), please contact info@prodigychain.com with sufficient details for assessment.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Terms shall be construed in accordance with the laws of the Slovak Republic. Any dispute, controversy, or claim arising out of or relating to these Terms shall be resolved through good faith negotiations.

If the dispute is not resolved through negotiation within 30 days, such dispute shall be finally settled by arbitration in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association (“**Rules**”). The number of arbiters shall be one, the language of the proceeding will be English and the venue of the arbitration shall be Bratislava, Slovakia.

Notwithstanding the foregoing, if the User is deemed to be a consumer within the meaning of applicable Slovak law, arbitration shall not apply. In such case, the competent courts of the Slovak Republic shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms.

15. SEVERABILITY

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, such provision shall be modified and construed so as to give effect to the original intent of the parties to the maximum extent permitted by applicable law. The invalidity, illegality, or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and us with respect to your use of the Platform and supersede all prior and contemporaneous agreements, whether written or oral, relating thereto. With respect to the Minors, the Guardian hereby expressly acknowledges that they have read, understood, and agreed to these Terms on behalf of the Minor, and further undertakes to exercise ongoing supervision and oversight of the Minor’s activities on the Platform.

17. CONTACT INFORMATION

If you have any questions about these Terms, you can contact us:

By email: info@prodigy-chain.ai

By visiting our contact page: www.prodigy-chain.ai

By mail: ProdigyChain, j.s.a., Karpatská 7, 911 01 Trenčín, Slovak Republic

Guardians of Minors can contact us using the above methods with “*Guardian Inquiry*” in the subject line for priority handling of Minor-related matters.