

# TERMS OF SERVICES

## CLOVERLAND

Last update: December 24<sup>th</sup>, 2022

**PLEASE READ THESE TERMS OF SERVICE VERY CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATION, RISK FACTORS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.**

**BY ACCESSING OR USING THIS SITE AND PLATFORM, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT ACCEPT THE TERMS OF USE AND CONDITIONS OUTLINED IN THIS AGREEMENT, DO NOT ACCESS THIS SITE AND DO NOT USE THE SERVICE.**

### GLOBAL OVERVIEW

This is an agreement between you and the JM2 CLOVERLAND Gaming company, registered office 8 Avenida Anacaona, Torre Maz Azul, Los Cacicazgos, Dominican Republic (“Company”). The website [www.cloverland.io](http://www.cloverland.io) is comprised of various web pages operated by CLOVERLAND (the "Site"), and is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these Terms carefully and keep a copy of them for your reference.

In order to register to use the CLOVERLAND platform or any related services from CLOVERLAND, Partners or Third Party, you will also be required to accept the Terms, privacy policy terms and any related document disclosed on the Site (“Authorized User Agreement”) made available to you at the time of registration. The Authorized User Agreement, will govern your access to and use of the CLOVERLAND Platform and Services.

CLOVERLAND may incorporate or provide access to Third Party Services. By accepting those terms, you hereby accept and agree to terms of use of all Third Party Services providers related to the service offered through the Site such as, without being limited to, [Metasmak](#), [Blockpass.io](#), [Ledger](#), [Trezor](#), [Sumsb](#), [Brave](#), [Trust Wallet](#) or [Carbon.money](#). CLOVERLAND is not responsible for any performance or failure to perform the Third Party Services. It is your responsibility to review the Third Party’s terms and policies before using a Third Party Service as disclosed in their respective website.

Some Third Party Services may request or require access to your personal data. The processing of such data will be handled in accordance with the relevant Third Party’s privacy policy and best practices. We warrant you that we can modify, add or cancel availability of any such Third Party Service on discretionary basis without prior notice. We advise not to share any credential, password, Private Keys, passphrase, or any other sensitive information with any Third Party Service without validating their legitimacy first.

CLOVERLAND is the alchemy of new-age gambling universe and immersive gaming. CLOVERLAND has developed technologies which could be deployed in every sector where user experience will need to be more immersive and gamified environment. CLOVERLAND brings agnostic & interoperable technologies.

CLOVERLAND aims to drive real change on gaming and gambling industries thanks to a interoperable XR technologies and approach based on blockchain technology.

As the first use case, CLOVERLAND bring together all the advantages of the two worlds, physical and online casinos, to offer the most immersive and interactive experience for players and others who love the atmosphere of casinos. Welcome to CLOVERLAND Casino Gaming allowing an immersive experience in a 3D virtual environment where players they can socialize with bettors. CLOVERLAND offers a range of products for a wide audience. From fans to big brands, players, investors brands, gamers, investors and even visitors, everyone even the casual visitor, everyone can take advantage of the inclusive and entertaining gaming environment of Clover and entertaining gaming environment of Clover Casinos.

RNG-based games are powered by chance-based technologies, namely a vector of random numbers. CLOVER has to guarantee the total transparency of availables games. CLOVERLAND will prove that all games are completely unbiased and does not play in favor of any party. RNG audits confirm that each game is incorruptible and operates under fair conditions. Clover's algorithm will be audited by one of the three independent certification labs that test and certify games (BMM, Gaming Labs International, iTech Labs).

CLOVERLAND has begun the process of obtaining a gaming licence even though no international regulations have yet been issued, let alone for the Metaverse. CLOVERLAND is deployed in a Blockchain network, which offers the users a safe gaming environment and an enhanced user experience. Blockchain technology allows ensuring fairness of earnings, secure payments, protection of customers' personal data and to protect them from fraudulent activities.

By using blockchain technology, Clover will guarantee:

- Protection of minors
- Verification ID (KYC)
- Fairness of the games
- Secure transactions
- Protection of the most vulnerable players
- Protection against fraudulent practices

The CLOVERLAND platform will be leveraged by the Clov tokens, world's first asset designed to boost gaming and gambling industries by offering highly immersive experiences and traceable profits and/or lost for each players. CLOVERLAND leverage from Blockchain technology to offer an unique gateway to enter in gaming industry for both players, branded companies and gaming service providers.

Access to CLOVERLAND Services need to be paid in fiat currencies (euro, usd, chf) or with CLOV tokens. CLOV token is your entry ticket to the CLOVERLAND platform. Use of CLOV tokens allows to benefit from a preferential price (20-50%) instead of using fiat currencies to participate to all games and tournaments available.

The Clover Token is an agnostic blockchain token, token allowing the project to be compatible with many Blockchain networks to keep decentralization and scalability characteristics. Moreover,

the decision to bring Clover Token on other Blockchain networks bring us an important visibility to invite each crypto communities to discover our project and keep the interoperability with user wallets without facing a huge user experience issue.

Clov Tokens are issued on Polygon sidechain and Ethereum network to keep users able to transact on both networks. The choice of Ethereum is due to the fact that currently many exchanges and as well users are supporting it and able to list it more easily. For such main reasons the Clov Tokens have been created on Polygon and Ethereum at the same time.

CLOVERLAND community will be involved in the expansion of CLOVERLAND ecosystem. CLOV token holders will be able to express their voices on the various actions taken to develop and increase community interaction and engagement.

We may not make all of the Services available in all markets and jurisdictions and may restrict or prohibit use of all or a portion of the Services from certain jurisdictions. You must not attempt to circumvent any restrictions imposed via the Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location.

## **DEFINITIONS**

The following defined terms, will have the meanings described below :

“Account”

Means an account which offer an access to the Platform and Third Party Services.

“Bitcoin”

Digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called blockchain.

“Crypto Assets”

Means types of digital assets which can be transmitted with blockchain technologies, including but not limited to Bitcoin, Ethereum, BNB.

“Customers”

Means all stakeholders using Services available through Platform which includes players, gamblers, fans, agencies, investors, branded companies, traders and third parties.

“Company”

The Company which administrates, operate the CLOVERLAND Platform and the issuance of CLOV tokens is JM2 CLOVERLAND Gaming company, registered office 8 Avenida Anacaona, Torre Maz Azul, Los Cacicazgos, Dominican Republic.

“Digital Assets”

Means assets which exist in forms of tokens which can give an access to specific service, used as means of payment, used in loyalty reward systems, represents traditional assets (ie: real-estate, stocks, bonds) or Crypto Assets (ie: Bitcoin, Ethereum) which can be exchanged by using blockchain technologies.

“Digital Asset Vault multi signature”

Means a multi-authorization cryptocurrency wallet.

“Device Application”

Means a software application, developed by CLOVERLAND or by third parties.

“Fork”

Means a change to the underlying protocol of a blockchain network that results in more than one version of a Crypto Asset, the result of which may be one or more versions that are not supported with our Services.

“Gas”

Gas refers to the fee required to successfully conduct a transaction or execute a Smart Contract on the Ethereum blockchain network or on Polygon. Priced in sub-units of the cryptocurrency ether, known as gwei. In other words, it's the amount of ether (ETH) or MATIC a user pays to perform a transaction on the Ethereum blockchain network or Polygon network.

“Materials”

Means content documentation as well as source and object codes for all software, module or APIs embedded within the Platform.

“Platform”

Means all the infrastructure, modules and services accessible through website [www.cloverland.io](http://www.cloverland.io)

“Private Keys”

Means a critical piece of data used to authorize outgoing transactions on blockchain networks.

“Services”

Means one or more of the services available through the Website or Third Party Services.

“Smart Contract”

Code used as software agent acting autonomously according to specific predetermined rules.

“Third Party Services”

Refers to applications, softwares or other Materials that are hosted, developed or operated by a third party, including, but not limited to: depositary escrow services, KYC/AML service provider, payment service provider, cryptocurrency exchanges, auditor, legal service provider, or staking service providers.

“Wallet”

Means a software program which interacts with various blockchain networks to generate and manage sets of private keys and public keys, configure transactions and monitor their balance.

“Website”

Means websites owned and operated by CLOVERLAND

## **TERMS ACCEPTANCE**

By creating an Account, you expressly agree to these Terms, Third Party Services Terms and the Privacy Policy.

We may change, amend, delete or add to these Terms at all time and at our sole discretion, without prior notice. By continuing to access the Platform, you are deemed to accept these changes. We highlight the fact that we may make any changes to the Platform or the Services in our absolute discretion and without any notification, without any liability.

You acknowledge that the Company and the Platform are not responsible for transferring, safeguarding, or maintaining your private keys or any assets associated therewith. If you lose, mishandle or have stolen associated private keys, you acknowledge that you may not be able to recover associated assets, and that we are not responsible for such loss. You acknowledge that the Company and the Platform are not responsible for any loss, damage or liability arising from your failure to comply with the Terms.

By accepting those Terms and creating an Account on the Platform, you represent and warrant that:

- You have read, understood and accepted these Terms;
- You have the legal capacity to do so and are considered legally capable in your country of citizenship and residence;
- You agree and represent that you will use our Services for yourself and you may not use your account to act as an intermediary or broker for any other third party, person or entity;
- You are full capacity to enter into a transaction involving Digital Assets & fiat currencies;
- You are creating an Account for your own use and do not act as an intermediary, broker or trustee of any kind for any person;
- You have verified that purchasing, use, or exchange of Digital Assets is legal in your country of citizenship or residence or tax residence and in your personal situation;
- You have not previously been suspended or banned from the Platform;
- You will not use the Platform for any illegal activity, including but not limited to password theft, network attacks (e.g. network attacks causing a loss of service), money laundering or the financing of terrorism;
- You warrant that you are not in any list of trade or economic sanctions, such as the UN Security Council Sanctions List. List of restricted areas may change at any time regarding evolution of the international regulation.

## **ELIGIBILITY**

To be eligible to use the Site, you must be at least 18 years old.

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

## **TERMINATION OF YOUR ACCOUNT**

Only one Account per user is authorized. In case of knowledge that you have created more than one Account, we will immediately delete any double Account and only keep your original Account. In case of violation of these Terms, your account can be closed without any prior notice.

You agree to :

- never use the same password for your Account that you have ever used outside of the Platform,
- keep your secret information and password confidential and do not share them with anyone else
- immediately notify us of any unauthorized use of your account or breach of security.

Company and its affiliates cannot and will not be liable for any loss or damage arising from your failure to comply with best security practices.

## **PRIVACY**

Your use of the Site is subject to the Privacy Policy as disclosed on the Site. Please review the Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **ACCURACY OF INFORMATION**

You must provide accurate, authentic and up-to-date information, including, but not limited to, during registration or for verification grounds.

You shall notify us any update in your information, and we will not be liable for any loss incurred by outdated information.

You hereby acknowledge that we may verify your personal information either directly or indirectly through Third Party, which you entitle to contact you directly. In any event, you commit to respond fully to all inquiries and requests. If access the Site from a location outside Europe, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

## **ACCESS TO SERVICES**

The Site and the Services are accessible 7 days a week and 24 hours a day, except for maintenance operations or unavailability of the networks due to a cause not attributable to the Company.

We use our best efforts to maintain the availability of the Services. However, in the event of unavailability of the Site, no compensation may be required by Consumers or Third Party Service providers. In order to use the Services, you will need to register an account on the Platform through our Site.

To use our Services you may need to fulfil certain legal obligations in your country and/or state of residence. By accepting these Terms, you confirm that you have reviewed your local laws and regulations and that you are aware of, and fulfil any and all such obligations. Due to legal or regulatory prohibitions, we do not offer the use of our Services in certain jurisdictions. By accepting the Terms, you confirm that you are not a resident or governed by the laws and regulations of those jurisdictions.

## **Your Account**

During the registration process, we will ask you for certain information, including but not limited to, your name, address and other personal information to verify your identity. If you use the Platform and/or Site, you are responsible for maintaining the confidentiality of your Account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account or password.

You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Company is not responsible for Third Party access to your account that results from theft or misappropriation of your Account. Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

If you are using the Services on behalf of a legal entity such as a corporate entity, you further represent and warrant that: (i) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

### **Technical requirements**

For optimal use of the Site, we recommend using applications and browsers based on Web 3 architecture. Web 3 is an umbrella term for a set of emerging technologies intersecting cryptocurrencies, blockchains and distributed systems that, together, extend the capabilities of the web we all use today in important and meaningful ways.

With computer and/or mobile device, we suggest to use Google Chrome or Mozilla Firefox with the Metamask plugin activated or the crypto-wallet option activated.

We advise to validate terms of user from browsers providers, Company will not have any liability regarding malfunction of those browsers.

### **Ownership of your own Wallet**

In order to be able to effectively use the Services available through the Platform, you will need to use your own wallet and/or the dedicated account created by CLOVERLAND team. Private Key must never be communicated to a third party and nor even to the Platform team. We will never ask your Private Keys.

For contributors which aims to participate to the token based fundraising campaign, they have to use compatible wallet with Ethereum & polygon to receive CLOV Tokens (ex: Trust Wallet). They are sole responsible for their Wallet and must imperatively keep access (private key and public key) to these addresses, otherwise all of raised funds could be permanently lost. In case of reimbursement of contributions, they will be made only on the same address as that has been used to make the contribution. We advise you to never use a wallet created from crypto assets exchange such as Binance or Coinbase and in particular to respect the commitments specified in the whitepaper.

**We remind you that regarding decentralized infrastructure characteristics of the Platform, CLOVERLAND will not be liable for any trouble resulting from relationship between both parties. In any case and any circumstances CLOVERLAND will be considered as an intermediary between both parties.**



The Platform allows to use gaming services by using a dedicated token, the CLOV token, Company is not responsible of the conversion rate between Crypto Assets themselves and/or fiat currencies. Conversions are the sole responsibility of users and companies.

### **AML/KYC verification**

We are particularly sensitive and involved in the fight against money laundering and the financing of terrorism. In accordance with our AML compliance program and procedures, we are required to identify all Customers on our Platform. This ensures we remain in compliance with Know-Your-Customer (“KYC”) and AML laws in the jurisdictions in which we operate, and reduces the chance that the CLOVERLAND Services will be misused for criminal purposes.

CLOVERLAND and/or Third Party Service provider collects and verifies information about you in order to: (a) protect the company and the community from fraudulent Users, and (b) to keep appropriate records of CLOVERLAND customers. Your daily or weekly purchasing and sale limits, fiat currency transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to CLOVERLAND and/or Third Party Service providers which proceed to KYC/AML verification.

The KYC validation process is done directly on the Site through an application programming interface (API) provided by a Third Party Service provider. The KYC check consists of verifying that a natural person is not on a list of persons under surveillance as a result of offenses related to money laundering, terrorist acts or political acts.

All customers who wish to use our Services are required to establish provide various information and documents :

- ✓ Providing your name and valid email address, a password and your state of residence,
- ✓ Certifying that you are 18 years or older and able to enter into this Platform,
- ✓ Accepting those Terms and Privacy Policy, and
- ✓ Verifying your identity by submitting the following information:
  - Name
  - Date of birth
  - Email address
  - Mobile Device number
  - Physical street address
  - Social security number or taxpayer identification number
  - A copy of an acceptable form of identification (i.e., unexpired passport, state driver’s license, or state identification card), and
  - A picture of yourself or a selfie from your webcam or mobile phone.

The KYC procedure aims to verify that Customer is not on a list of persons under surveillance as a result of offenses related to terrorist acts, money laundering or political acts. Depending on the kind of account, the control is carried out by verification of the identity of the Customer based on name, verified phone number, proof of address, identity verification with face match with webcam or mobile phone. For legal persons, control is carried out based on the extract from register of company, the company's articles of association and the identity of the director.

Notwithstanding these minimum verification procedures for the referenced Services, CLOVERLAND and/or Third Party Services provider may require from you to provide or verify

additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Services and/or before permitting you to engage in transactions beyond certain volume limits. It could be required from you to submit to Enhanced Due Diligence. Additional fees and costs may apply.

### **Supported Digital Assets**

We shall have the sole and absolute discretion to :

- (a) determine and allow the buying and selling of any Digital Assets including CLOV tokens issued, managed, distributed or exchanged by using the Services; or
- (b) delist, suspend or remove any Digital Assets including CLOV tokens from being transferred, bought or sold using the Services.

### **Promotion of Gambling**

Platform will use all reasonable means, on best effort basis, to allow players, companies and partners to benefit from the audience of the Site and relay sponsoring towards the community of users. The Customer is free to carry out the communication and marketing operations he wishes for his project by using all channels and means he wants.

Platform will offer the possibility to the companies to benefit from additional communication and/or marketing services proposed by a Third Party Service Provider or Partner of the Platform as the price agreed between them.

### **Links to Third Party Sites/Third Party Services**

The Site may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of CLOVERLAND which is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CLOVERLAND is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CLOVERLAND of the site or any association with its operators.

Certain services made available via the Site may be delivered by third party sites and organizations. By using any third-party product, service or functionality originating from the Site, you hereby acknowledge and consent that CLOVERLAND may share such information and data with any third party with whom CLOVERLAND has a contractual relationship to provide the requested product, service, or functionality on behalf of Site users and customers.

CLOVERLAND has no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any goods, Digital Assets or services that you may purchase or sell to or from a third party (including other users of CLOVERLAND Services). CLOVERLAND is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction, or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with digital assets transferred using the CLOVERLAND services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify [contact@cloverland.io](mailto:contact@cloverland.io) so that we may consider what action to take, if any.

### **Third Party accounts**

You may be able to connect your Account to third-party accounts. By connecting your CLOVERLAND Account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **Third Party Payments**

CLOVERLAND has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any Digital Assets or services that you may purchase/benefit from or sell to a third party (including Third Party Services providers). CLOVERLAND is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Assets transferred using the Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party.

### **Discontinuance of Services**

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are responsible for storing outside of the Platform your back up phrase and/or mnemonic passphrase. Saving your backup phrase and private keys pairs associated with your Wallet associated with your Account will allow you to access the blockchain and your funds at any place and time. This backup will allow you to fully restore your Wallet at any time without cost or loss of the Digital Assets.

CLOVERLAND shall not be held responsible or liable for any loss of Digital Assts in the event that we discontinue or deprecate the Services.

### **No Unlawful or Prohibited Use/Intellectual Property**

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software/hardware used on the Site, is the property of CLOVERLAND or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to CLOVERLAND that you will not use the Site for any purpose that is unlawful or otherwise prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. CLOVERLAND content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of CLOVERLAND and the copyright owner. You agree that you do not acquire any ownership

rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of CLOVERLAND or our licensors except as expressly authorized by these Terms or into specific agreement.

### **RELEASE OF CLOVERLAND & INDEMNITY**

If you have a dispute with one or more users of our Services, you release the Company, its affiliates and service providers, and each of its or their respective officers, directors, employees, agents and representatives, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold the Company, its affiliates and each of its or their respective officers, directors, employees, agents and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Terms or your violation of any law, rule or regulation, or the rights of any third party.

### **FEES & COMMISSION PAID BY CUSTOMERS**

#### **Blockchain transaction fees**

It's well known that, owners don't physically own a cryptocurrency like Bitcoin. Instead, the blockchain records ownership and distributes this ownership information to the whole network. Indeed, the Bitcoin Blockchain network is able to verify transactions without a single authority because of miners who allocate their computing power to the network. Fees are necessary in order to proceed a transaction, get it verified and included in the next block.

The actual amount of fees you pay depends on the crypto assets and the Blockchain network Customers have selected. Customers will have to pay those fees. On Ethereum Blockchain, every transaction implies to pay a Gas price which depends on the size and complexity of the transaction. Basically, Gas is the internal pricing for running a transaction in Ethereum Blockchain. The exact price of Gas is determined by the network's miners, who can decline to process a transaction if the Gas price does not meet their threshold. We invite Customers to check Gas price in real time by using [gas tracker tool on Etherscan.io](#) before proceeding a transaction to be sure that they have enough ETH to pay Gas price more particularly in case of congestion of network.

#### **Third Party Service provider fees**

In case a Customer has to use a Third Party Service, he will need to pay fees requested by the service provider according to terms & conditions of the Third Party Service provider. Additionally, some Credit/Debit Card issuers and some banks may charge additional fees to their account holders. Please check with your financial institution regarding such fees.

#### **Platform commission**

Platform charges fees for Services, applicable fees will be displayed prior to you using any Service to which a fee applies. All Services available are subject to current price and modalities disclosed on the Site. Our fees are subject to change and CLOVERLAND reserves the right to adjust its pricing and fees at any time.

#### **Reversals & cancellations**

Unfortunately, a Customer cannot cancel or reverse Digital Assets, which includes CLOV tokens, transactions thanks to intrinsic characteristics of Blockchain network. Indeed, transactions on the Blockchain network are designed to be irreversible and we have no control over them. Customer

cannot cancel, reverse or change any completed or pending Digital Asset transaction once it is submitted.

If you use a Service to which a commission applies, or you initiate a transaction with a Gas price via the Services, you will not be eligible for a refund or reimbursement once you have confirmed that you wish to proceed with the Service or transaction.

## **JURISDICTION & DISPUTE**

This Terms and your use of the Site and Services shall be governed by and construed in accordance with the Dominican republic law, without regard to principles of conflict of laws.

## **FEEDBACK AND USER SUBMISSIONS**

CLOVERLAND is always seeking to improve its Services and customers experience in order to reach their expectation. If you have ideas or suggestions regarding improvements or additions to our Services or the Site, we would be more than happy to take a close attention on your suggestion. However, any submission will be subject to the Terms.

Under no circumstances will any disclosure of any idea or feedback, or any related material to CLOVERLAND or any of its subsidiaries, parents or affiliated companies, or any of their officers, directors, managers, CUSTOMERs, shareholders, employees and agents, or any of their heirs, successors, representatives and assigns (each a “CLOVERLAND Party” and collectively, the (“CLOVERLAND Parties”)) be subject to any obligation of confidentiality or expectation of compensation.

By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the “Work”) to CLOVERLAND Party, you grant us, in respect of the Work submitted, a non-exclusive, perpetual, worldwide royalty free license to use all of the content of such ideas and feedback, for any purpose whatsoever

You further accept that CLOVERLAND could use in any way any Work and material you have submitted. We have the right to remove any posting you may make to the Website, in our absolute discretion, without warning or reasons.

## **RISKS FACTORS**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES WHICH INCLUDES THIRD PARTY SERVICES IS AT YOUR SOLE RISK.**

Should carefully consider and evaluate each of the following risk factors before deciding to use all Services available on Platform. Prospective users (players, fan, investor, trader, third party) should give careful consideration to the following risk factors in evaluating the merits and suitability of an investment.

The following does not purport to be a comprehensive summary of all of the risks associated with an investment in Digital Assets available. Prospective users should discuss a potential investment with their professional advisors. No one should purchase Digital Assets who is not prepared to lose the entirety of his, her or its investment. By using Services you expressly acknowledge understand and assume the following risks:

## **GENERAL RISKS**

### **Private Keys loss**

You acknowledge that CLOVERLAND is not responsible for transferring, safeguarding, or maintaining your private keys or any Digital Assets associated therewith. If you lose, mishandle or have stolen associated Digital Assets private keys, you acknowledge that you may not be able to recover associated Digital Assets, and that we are not responsible for such loss. You acknowledge that CLOVERLAND is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

### **Highly speculative investment risk**

Digital Assets which includes CLOV Tokens are highly speculative and highly risky, and present the risk of total loss of the invested capital. Moreover, the fact that there exists a certain opacity in the cryptocurrency market, as well as the fact that regulation to date is very limited if any means that there exists certain risks of manipulation with insider trading.

### **Volatility risk**

Digital Assets which includes CLOV Tokens are subject to large price fluctuations in both directions. The amplitude of such fluctuations is difficult to predict.

### **Risk of dissolution of the company**

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of the CLOV tokens (or other cryptographic and fiat currencies), due to negative adoption of the Digital Assets, solution developed or the company itself, the failure of commercial relationships, or intellectual property ownership challenges, Company may no longer be viable to operate and the latest company may dissolve.

### **Risks related to markets and other uncertain events**

Digital Assets investments may suffer significant losses in case of disruption of conventional markets or markets of cryptocurrencies/Digital Assets in general. Other more or less extraordinary and/or unpredictable events may cause a rupture with historical prices of some Digital Assets. Any failure of communications systems and disruption of the decentralized network also present a significant risk.

### **Counterparty risk**

Investor is exposed to a counterparty risk when entering into a transaction. In particular, if the latest company is not able to meet its obligations. In this context, the investor is exposed to the risks of failure including bankruptcy faced by a counterparty of the Company which may cause the impossibility for the latest to deliver Digital Assets despite payment in advance from the investor.

The risk exists that the Issuer may fail to meet their (financial) obligations to the Investors in whole or in part, or fail to do so in a timely manner. The Issuer bears full insolvency and default risk with respect to its counterparties. No collateral has been provided to the benefit of the Issuer

### **Exchange rate or exchange rate risk**

The Customer will use various cryptocurrencies (BNB, ETH, BTC, USDT) and fiat currencies (USD, EUR, CHF etc.). Digital Assets more specifically Crypto Assets are often subject to high exchange rate fluctuations. During the respective exchange processes, the Issuer and Investors may incur currency or exchange rate losses. CLOVERLAND and Third Party Services providers have no control over market price fluctuations.

### **Force Majeure**

CLOVERLAND shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond CLOVERLAND reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, pandemic situation, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

### **English Language controls**

Notwithstanding any other provision of this Terms, any translation of this Terms is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## **TECHNOLOGICAL & SECURITY RISKS**

### **Risks associating with development of new technology**

The platform will use a new technology. There are no guarantees that such technology will be bug-free or accepted by the marketplace. Thus, even should the Platform become operational, Digital Assets may be subject to the risk of theft, loss, malfunction, or reputational risk, any of which can significantly degrade the value of such instrument.

### **Risks associated with blockchain technology**

Customer (issuer, investor, trader or third party) uses blockchain technology in various ways. Blockchain technology is a relatively young and little rehearsed and tested technology. Customer bears the risk that this technology may be subject to technical difficulties or that its functionality may be impaired by external influences. A partial or complete collapse of a blockchain or one or more cryptocurrencies would make it impossible to implement the business model.

### **Risks associated with the Ethereum protocol and Polygon protocol**

Digital Assets using the Platform are based on the Ethereum protocol and Polygon protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the project or Digital Assets and their value. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the

Digital Assets and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Smart contract concepts, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating Digital Assets will be uninterrupted or error-free and there is an inherent risk that the Smart Contract could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, amongst other things, the complete loss of Digital Assets.

### **Risk of transactions related to the blockchain**

Most cryptocurrencies are based on the technology of the Blockchain. This technology is not adapted to the increasingly high volume of transactions of certain Crypto Assets. Thus, there is a high risk of delays or blockage in the execution of certain transactions.

### **Risks related to the private keys and cybersecurity**

Anyone who holds Private Keys can thus dispose of it at his sole discretion. In this context, the theft, loss or hacking of Private Keys means the permanent loss of Digital Assets. Therefore, the customer (players, fan, investor, trader or any Third Party) is well advised to (i) keep their Private Keys in a safe location, offline, and (ii) regularly update the security of his computer systems.

### **Risks related to the Wallet**

The wallet used by the Customer must be compatible with our Services and technical specificities of the Digital Asset. If Digital Asset are transferred to an incompatible wallet, normally the customer will no longer be able to access and dispose of the Digital Assets. This will mean a total loss of its investment from investor point of view.

The customer bears full responsibility regarding the decision on the correct (compatible) wallet. The investor alone is also responsible for the secure storage of the private key of its wallet necessary to receive and dispose of tokens. The loss or theft of the Private Key is equivalent to the loss of all Digital Assets assigned to the wallet.

### **Cybersecurity risks**

CLOVERLAND utilizes a substantial amount of electronic information. This includes transaction information and sensitive personal information. The Third Party Services providers used by CLOVERLAND, may also use, store, and transmit such information. CLOVERLAND intends to implement detailed Cybersecurity policies and procedures and an incident response plan designed to protect such information and prevent data loss and security breaches. However, such measures cannot provide absolute security. Breach of the information systems may cause information relating to the transactions of CLOVERLAND and sensitive.

### **Risk of DDoS attacks**

By a so-called Distributed Denial of Service (DDoS) attacks, attackers can overload a network or a blockchain with a high number of requests and/or transactions and (temporarily) render the network or the corresponding blockchain unusable. For example, the maximum number of transactions per second on the Stellar Blockchain used by the issuer is currently approx. 1,000/sec. If a critical transaction number is exceeded for a longer period of time due to a DDoS attack, Digital Assets holders would not be able to receive payments or transfer their Digital Assets.

### **Risk of alternative networks**



It is possible that alternative networks could be established in an attempt to facilitate services. Platform may compete with these alternative networks, which could negatively impact the Platform, the CLOV Token and its value.

### **Risk of hard fork and token swap**

The Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes. As part of the development, an upgrade to the CLOV Token may be required (hardfork of token) or swap into a new one and if the holders decide not to participate in such event, holder may no longer be able to use CLOV Tokens and any non-upgraded tokens may lose their functionality in full.

### **Risk of infected device**

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from CLOVERLAND. Always log into directly on your Account to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

## **LEGAL AND TAX RISKS**

### **Regulatory risks**

Any future regulation, whether European or foreign, in the cryptocurrency market can lead to a limitation of the possibility to hold and/or exchange of Digital Assets which can have a significant impact on the price and liquidity of them. The extent and type of the future changes in the regulatory environment as well as the impact of additional regulations are unknown and difficult to predict.

### **Tax considerations**

There is no established practice regarding the taxation of gains on cryptocurrencies whether in Dominican republic or abroad. Moreover, existing practices may fluctuate. It is the responsibility of the Client to seek relevant tax advice in order to measure the tax impact of contemplated transactions and comply with its tax obligations.

### **Risk of criminal offences**

Due to the system, token based offerings are subject to increased susceptibility to fraud, money laundering and terrorist financing. This increases the investor's risk of losing the capital it has invested, also due to necessary measures taken by the authorities against the operators or other persons involved in such illegal transactions.

### **Qualified advice**

The information contained in official documentation related to a token based offerings such as whitepaper or prospectus, does not replace any qualified advice that may be required from a third party. An investment decision should not be made solely on the basis of the information in the documentation or in those Terms, as the information contained herein cannot replace advice and

information tailored to the needs, objectives, experience and knowledge and circumstances of the individual investor. Otherwise, there is a risk that the investor may acquire an investment that is unsuitable for him.

### **Unanticipated risks**

Digital Assets are based on a young technology. In addition to the risks included in this section, there are other risks associated with purchase, holding, safeguard and use of Digital Assets, including those that CLOVERLAND cannot anticipate.

### **LIMITATION OF LIABILITY**

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES, REPRESENTATION OR GUARANTEE, WHETHER EXPRESSED, IMPLIED OR STATUTORY.

THE COMPANY, DUE TO ITS DECENTRALIZED INFRASTRUCTURE CHARACTERISTICS AND AS MARKETPLACE WHICH MATCH DIRECTLY PLAYERS AND GAMING SERVICE PROVIDERS, WILL NOT BE LIABLE, EVEN PARTIALLY, IN CASE OF ACCURANCE OF AN EVENT WHICH HAS IMPACT ON GOOD PROGRESS OF THE CLOVERLAND DEVELOPMENT PROJECT, THE FAILURE TO REALIZE THE PROJECT AS SOON AS THE OBJECTIVE OF FUNDRAISING IS REACHED, OR STILL NON-PAYMENT OF THE COUNTERPARTMENTS PROMISED BY GAMING SERVICE PROVIDERS TO PLAYERS, PARTNERS, TEAM OR ANY THIRD PARTY.

USERS ARE SOLELY RESPONSIBLE FOR THE ENTIRE TERMS AND CONDITIONS OF THE PROJECT IMPLEMENTATION WITH RESPECT TO THE INVESTORS AND IN PARTICULAR OF THE COMMITMENTS SPECIFIED IN THE WHITEPAPER.

ANY USERS OF THE PLATFORM GUARANTEES THE COMPANY AGAINST ANY RECOURSE AND ANY DAMAGE MADE TO IT AGAINST A CUSTOMER, A VISITOR OR ANY OTHER PERSON BECAUSE OF THE PRESENTATION, CONDUCT OR IMPLEMENTATION OF A PROJECT PUBLISHED ON THE SITE.

AT ANY MOMENT AND IN ANY CIRCUMSTANCES, THE COMPANY :

- DOESN'T HAVE ANY ACCESS TO FUNDS AND DIGITAL ASSETS
- DOESN'T HAVE ANY ACCESS TO DIGITAL ASSETS STORED ON WALLET OF ALL USERS,
- DOESN'T ACT AS AN ESCROW SERVICE PROVIDER OR DEPOSITARY,
- DOESN'ACT AS AN INTERMEDIARY BETWEEN SELLERS AND BUYERS OR BE QUALIFIED AS BROKER/DEALER,
- DOESN'T ACT AS CROWDFUNDING PLATFORM
- DOESN'T ACT AS A REGULATED FINANCIAL ENTITY

CONSIDERING INTO THE FACT THAT THE COMPANY HAS TECHNOLOGICAL AGNOSTIC APPROACH, THE COMPANY HAS NO INFLUENCE AND CONTROL ON BLOCKCHAIN NETWORKS;

CUSTOMERS AGREE THAT THE COMPANY DOES NOT PROVIDE ANY FINANCIAL ADVISORY TO THEM. LIABILTY OF THE COMPANY CANNOT BE ENGAGED ON RELATED TO THE CONSEQUENCES OF THE INVESTMENT RECEIVED FROM

INVESTORS. MORE PARTICULARLY, THE COMPANY PROVIDES NO RECOMMENDATIONS AND NO ADVICE ON THE TAX CONSEQUENCES FOR INVESTORS AND PROJECT LEADERS. THUS, AND IN ACCORDANCE WITH THE PREVIOUS SUB-ARTICLE, IT IS FOR EACH CUSTOMER TO LEARN MORE ABOUT THE TAX OBLIGATIONS RESULTING TO HIM BY RESPECT OF THE INVESTMENT OR FUNDRAISING. THE COMPANY SHALL HAVE NO DUTY TO ADVISE IN RESPECT OF INVESTORS IN THE AMOUNTS OF THE CONTRIBUTIONS INVESTORS MADE. THEREFORE, THE RESPONSIBILITY OF THE COMPANY CANNOT IN ANY CASE BE SEARCHED ON THIS BASIS.

OTHERWISE, THE PLATFORM COULD MAKES AVAILABLE SERVICES PROVIDER PARTNERS SUITABLE FOR PROVIDING SPONSORING INGIENIERING, COMMUNICATION STRATEGY, MARKETING SERVICES, LEGAL ADVICE & OTHER KIND OF ADVICE. IN THIS CASE, CUSTOMERS AND PARTNERS OF THE PLATFORM WILL DIRECTLY MAKES CONTRACT BETWEEN THEM. THIS CONTRACT WILL SETTLE INDEPENDENTLY FROM THE COMPANY. CUSTOMERS REMAINS FREE TO USE ANY PROVIDER OF THEIR CHOICE.

THE LIABILITY OF THE COMPANY AND/OR THE PLATFORM CANNOT BE TAKEN IN ANY WAY ON THIS BASIS. IN ADDITION, THE CUSTOMER IS IN NO EVENT CONTAINED BY THE LIST OF PARTNERS PROPOSED BY THE COMPANY AND REMAINS FREE TO USE ANY PROVIDER OF THEIR CHOICE.

THE COMPANY IS SUBJECT TO THE LIMITS AND CHARACTERISTICS OF TELECOMMUNICATIONS NETWORKS AND SERVICES, AND CANNOT THEREFORE BE HELD RESPONSIBLE FOR MALFUNCTIONS RELATED TO THE COVER OF THE INTERNET NETWORK OR THE MOBILE TERMINAL INTERRUPTIONS OF THE SITE AND / OR THE SERVICES FOR ANY DURATION OR FOR ANY REASON.

THE RESPONSIBILITY OF THE COMPANY CANNOT BE FURTHER ENGAGED IN THE EVENT OF THE DELETION OF SERVICES WHICH IS ITS SOLE DISCRETION, OR A CHANGE OF LEGISLATION MAKING THE SERVICES INACCESSIBLE IN WHOLE OR IN PART

THE CUSTOMER IS SOLELY RESPONSIBLE FOR ITS WALLET ADDRESS AND IN PARTICULAR FOR ITS PRIVATE KEY. TO THE EXTENT THAT A CONTRIBUTION IS AFFECTED TO AN ADDRESS, IN THE HYPOTHESIS IN WHICH THE CUSTOMER LOSES THE PRIVATE KEY OF ITS ADDRESS, IT ASSUMES ONLY THE CONSEQUENCES. THEREFORE, IT CANNOT IN ANY CIRCUMSTURNS AGAINST THE COMPANY IF IT CANNOT, AS A RESULT OF THIS LOSS, RECOVER THE RESERVED DIGITAL ASSETS FROM THIS ADDRESS OR PROCESS THE REPAYMENT OF THE CONTRIBUTIONS THAT IT MADE FROM THIS ADDRESS. THEREFORE, THE COMPANY EXPRESSLY EXCLUDES ITS RESPONSIBILITY DUE TO ANY INDIRECT DAMAGE OR ANY CONSEQUENTIAL DAMAGE SUFFERED BY A CUSTOMER OR VISITOR SUCH AS, IN PARTICULAR, LOSS OF DATA, FUNDS OR LOSS OF DIGITAL ASSETS FOR FAILURE OF A PROJECT.