

## General Terms and Conditions of the Platform InWin

These General Terms and Conditions of the platform InWin, located on the web interface [www.inwin.online](http://www.inwin.online), regulate the registration of the user on the platform, the use of the platform, and the rights and obligations arising from the contract concluded through the platform InWin between:

our company:

**InWin Corporation.**, with registered office at Hoboken Riverfront Center - 9th floor, 221 River Street, Hoboken, NJ 07030, USA

Registration No 0450358254, registered with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services

Contact details:

Delivery address: Hoboken Riverfront Center - 9th floor, 221 River Street, Hoboken, NJ 07030, USA

Contact e-mail: [compliance@inwin.online](mailto:compliance@inwin.online)

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as the **operator**

and

you as a **user**.

**YOU, AS A USER OF THE PLATFORM, ARE ASKED BY THE COMPANY *INWIN CORPORATION* TO READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS OF USE OF THE PLATFORM INWIN BEFORE STARTING TO USE OUR SERVICES THROUGH THE PLATFORM**

### 1. INTRODUCTORY PROVISIONS

1.1. In these terms and conditions, the terms defined below are used in particular:

- **project** means the presentation of a beneficiary partner and his public benefit activities in the field of charity (on the platform especially in sports), which is created on the platform by the beneficiary partner on the basis of a contract concluded with the operator in order to promote such activities of the beneficiary partner and thus create the possibility of raising funds to finance the beneficiary partner's public benefit activities;
- **platform** means the platform InWin located at [www.inwin.online](http://www.inwin.online);
- **terms and conditions** are these General Terms and Conditions of the Platform InWin;
- **user** is any person other than the partner who uses the services of the operator through the platform in accordance with these terms and conditions;

- **beneficiary partner** is any public benefit organisation established in accordance with the law of the state in which it was founded or, as appropriate, a non-business natural person operating in the field of charity, which presents its project on the platform in accordance with the conditions defined in a separate contract with the operator;
  - **sponsor partner** is a commercial organization or a natural person that contributes funds to the platform to be donated in their name by users to beneficiary partners through the service provided by the operator as defined below;
  - **operator** means a company InWin Corporation, with registered address at 17 Riverside Lane, Holmdel, New Jersey, Registration No 0450358254, registered with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services, that facilitates the realisation of a donation between a user and a beneficiary partner;
  - **service** is an operator's activity, within which the operator allows the user, in particular, to set up a user account on the platform, within which the user is entitled, inter alia, to give the operator instructions to submit proposals for concluding a donation agreement with a beneficiary partner predetermined by the user, while at the same time giving the operator instructions to send the funds designated by the user to the bank account of the partner selected by the user;
  - **use of the service** means all activities of a user on the platform.
- 1.2. **The platform is focused on individual support by the user of a beneficiary partner operating in the field of charity, with whom the operator has established confidential cooperation.**
  - 1.3. **The aim of the platform is to enable and simplify the financing of non-profit organisations, which present their project on the platform, through a voluntary monetary donation from the user who is registered on the platform.**
  - 1.4. Only users who are registered on the platform can make monetary donations. The platform operator primarily provides technology that allows an easy way to ensure voluntary financing of the beneficiary's partner's activities.
  - 1.5. **The terms and conditions define and specify the basic rights and obligations of the operator and the user when providing services through the platform.**
  - 1.6. The provisions of the terms and conditions are an integral part of the contract concluded between the operator and the user. It is possible to agree in the contract provisions differing from the business terms and conditions. The differing provisions in the contract take precedence over the provision of these terms and conditions. The rights and obligations of the parties are further governed by the terms and instructions specified in the platform. As regards matters not regulated herein, the relations between the operator and the user are governed by relevant federal regulations and those of the State of New Jersey.
  - 1.7. **By registering on the platform, the user confirms that he has read these terms and conditions and agrees with them.**

- 1.8. The documents constituting the contract will be sent to the user by e-mail or, at his request, will be printed and sent by post. When sending by post, the operator may ask the user to cover the associated costs.
- 1.9. The documents constituting the contract are archived by the operator in electronic form. The contract is not accessible to third parties. The contract is concluded in English.
- 1.10. The costs of using the means of remote communication (in particular the costs of internet connection or telephone calls) for the conclusion of the contract do not differ from the regular rate and the user shall pay such costs himself.

## 2. REGISTRATION AND USER ACCOUNT

- 2.1. In order to use the services on the platform properly, the user must first register on the platform. Only a user who is at least 18 years old can register.
- 2.2. To register, it is necessary to fill in the data required by the operator, especially the name, surname, e-mail, and choose a password. **Based on the registration, the user account is created on the platform.**
- 2.3. Before completing the registration of the user account, the user has the opportunity to change the entered data. The user is also entitled to change the entered data as part of the management of his user account. **The user undertakes to keep the user account and the information contained therein up-to-date.** With each change regarding the user account, the user undertakes to modify or cancel the user profile. The operator is entitled to contact the user and verify that the user is at least 18 years old. Unverified user account registration may be refused by the operator or, if the user's account has already been created, such user account may be deleted.
- 2.4. **By registering on the platform, a contract for the provision of services is concluded between the operator and the user.** The contract is concluded once the information about the registration of the user account is delivered to the user's e-mail address specified in the registration. However, the operator reserves the right to refuse user registration at its sole discretion.
- 2.5. **Based on the contract, the user will be entitled in particular to give the operator instructions to make proposals to conclude a donation agreement on behalf of the user and for the benefit of the beneficiary partner designated by the user, as well as instructions to transfer funds from user's electronic account to the bank account of the beneficiary partner chosen by the user to conclude the donation agreement with.** All user account functions are specified on the platform.
- 2.6. The access data to the user account consist of an e-mail address and a password. **The user is obliged to keep the access data to the user account confidential.** The operator is not responsible for any misuse of the user account by third parties.
- 2.7. **The protection of personal data in connection with the registration is regulated in the Privacy Policy.**

- 2.8. The user acknowledges that it is not possible to create multiple user accounts for one person. Each user is entitled to have only one user account.
- 2.9. The user acknowledges that the operator has the right to cancel immediately the user account or to block it for the period necessary to remedy a defective condition if any violation of these terms and conditions, the federal laws and regulations, or those of the State of New Jersey, or good morals occurs through the account. Furthermore, the operator has the right to cancel the user account if false or incomplete information was used in the process of its creation, or if multiple user accounts were created for one person in violation of the provisions of these terms and conditions. **By cancelling the user's user account, the contract between the user and the operator is terminated. The funds held in the electronic account at the time of termination of the contract shall be returned to the user pursuant to paragraph 6.3 hereof.**

### 3. DETAILED CONDITIONS OF USE OF THE PLATFORM

- 3.1. **The platform offers the user two ways in which it is possible to make direct contributions through it to the beneficiary partner's activities.** The first of the two donation options is to send the funds specified by the user to the bank account of the selected beneficiary partner through the platform. The second option is to send the funds specified by the user through the platform in case the condition selected by the user on selected aspects of a sporting event is met (suspensive condition to granting a donation order).
- 3.2. In the context of the use of the services, the user is allowed in particular, without limitation, to:
  - a) give instructions for submitting a proposal for the conclusion of a donation agreement with a beneficiary partner selected by the user on the platform in advance;
  - b) give instructions for sending funds from the user's electronic account to the bank account of the chosen beneficiary partner selected by the user on the platform in advance;
  - c) top up his electronic account on the platform, through which the operator will send the funds specified by the user to the bank accounts of the selected beneficiary partner based on the user's instruction;
  - d) view an overview of any donations the user has already made through the platform;
  - e) view the projects of beneficiaries partners;
  - f) manage his user account.
- 3.3. **The user acknowledges that since the operator provides its services to the user free of charge, the user has no rights from defective performance in relation to the operator.**
- 3.4. If the platform becomes unavailable due to a technical error or if its operation is otherwise reduced, the user shall contact the operator, who will try to resolve the situation as soon as possible and to the user's satisfaction.

- 3.5. The user further acknowledges that information about the project is entered by individual partners and the operator is not responsible for its correctness, completeness or up-to-dateness.
- 3.6. **The user acknowledges that if he instructs the operator through the platform to send a proposal for the conclusion of a donation agreement with the selected beneficiary partner and to send predetermined funds from his electronic account to the bank account of the selected beneficiary partner, the contractual relationship arises exclusively between the user and the beneficiary partner, not between the user and the operator.**
- 3.7. The user acknowledges that direct communication with the beneficiary partner is not possible within the platform. If the user is interested in contacting the beneficiary partner, operator will assist the user in obtaining the relevant contact information.

#### **4. ELECTRONIC ACCOUNT**

- 4.1. In order for the user to donate his funds to the selected beneficiary partner through the platform the user must have an electronic account set up on the platform in which he has deposited his funds pursuant to paragraph 4.2 hereof.
- 4.2. **The user can send funds to his electronic account particularly in the following ways:**
  - **cashless online transaction by payment card or through a payment gateway; or**
  - **cashless transfer to a bank account (exact instructions will be sent by e-mail).**
- 4.3. The user can send funds to his electronic account in EUR or USD currency or in another currency specified on the platform.
- 4.4. Operator, at its sole discretion, may additionally allocate to the user's electronic account funds contributed to the platform by operator's sponsor partners. Any such funds will be allocated to users of the platform in accordance with the contributing sponsor partner's instructions that can pertain to various aspects of user profile data and statistics associated with the way user utilizes the platform.
- 4.5. The funds will be uploaded to the user's electronic account according to the chosen payment method. In the case of online payment by payment card or through a payment gateway, the funds will be uploaded to the electronic account immediately upon receipt of the payment. In the case of cashless payment by transfer to a bank account, the funds will be uploaded to the user's electronic account within one (1) business day after the payment is credited to the operator's bank account.
- 4.6. Funds sent by the user to the electronic account will be deposited in the operator's bank accounts, which have been set up specifically for the purposes of the platform, until the termination of the contract or until the date on which they are completely used up as a result of donations made by the user.
- 4.7. The user acknowledges that the funds deposited in the electronic account will not bear interest.

- 4.8. **The operator declares that he will not dispose of the funds deposited in the electronic account without the user's instruction unless the operator is instructed by the applicable law or public authorities otherwise. The operator is obliged to proceed with due care and diligence at all times.**
- 4.9. **In the event of termination of the contract, the funds held in the electronic account at the time of termination of the contract shall be returned pursuant to paragraph 6.2 hereof.**

## **5. DONATION AGREEMENT WITH A PARTNER**

- 5.1. **In the event that the user decides to support financially a selected project of a beneficiary partner, he is entitled to give instruction to the operator through the platform to send to the selected partner a proposal for the conclusion of a donation agreement on the user's behalf and to send to the selected partner's bank account the funds specified by the user as a donation.**
- 5.2. **The user is entitled to give the abovementioned instructions to the operator with or without condition.** If the above instructions are given to the operator without condition, the operator undertakes to act without undue delay upon receipt of the user's instructions, but no later than two (2) business day from receipt of the user's instructions. If the above instructions are given to the operator with a condition pertaining to the result of a sporting event, the operator undertakes to act without undue delay once the sporting event in question concludes. More detailed information on the methods of donating funds will be presented on the platform.
- 5.3. **The operator is entitled to act for the purpose of concluding a donation agreement with a beneficiary partner only on the basis of instructions given by the user through the platform.**
- 5.4. The user can donate his funds to a beneficiary partner on a one-time basis or repeatedly.
- 5.5. In the event that the addressed beneficiary partner agrees with the user's proposal to conclude a donation agreement and donate the funds specified by the user, the operator is obliged to ensure on behalf of the user that the specified funds are sent to the bank account of the partner.
- 5.6. **The donation agreement between the user and the beneficiary partner is concluded once the confirmation of the conclusion of the donation agreement is delivered by the partner to the user's e-mail entered as part of the registration of his user account.**
- 5.7. The user who is a consumer acknowledges that he **may withdraw** from the donation agreement at any time prior to conclusion of the sporting event used as the basis for specifying conditions which must be met for the donation to occur.
- 5.8. Furthermore, in accordance with the relevant federal regulations and those of the State of New Jersey, the user may withdraw his donation of funds to the partner by reason of emergency or ingratitude. If any of these situations anticipated by law occur, the user shall inform the partner and the operator so that they can assess the legitimacy of the user's requirement and, if necessary, inform the user of the procedure associated with the return of his donation.

- 5.9. The user acknowledges that the donation agreement is concluded between the user and the respective beneficiary partner, not between the user and the operator. The operator is not responsible or liable for the performance of any obligations arising from the donation agreement concluded between the user and the beneficiary partner.
- 5.10. The user undertakes to provide any obliged entity on certain measures against the legalisation of proceeds of crime and terrorist financing, as amended, with all cooperation necessary to carry out identification and to prove ownership of the bank account.
- 5.11. The user acknowledges that the operator is entitled to remuneration for the operation of the platform agreed in a separate contract concluded with the beneficiary partner. The remuneration is paid to the operator by the beneficiary partner, not by the user.

## **6. TERM OF THE CONTRACT AND ITS TERMINATION**

- 6.1. The contract between the operator and the user is concluded for an indefinite period, and either party is entitled to terminate the contractual relationship with an immediate effect.
- 6.2. If the contract is terminated (e.g., the contract is cancelled or the user account is deleted), the user is always entitled to a refund of the funds held in the electronic account at the time of the termination of the contract. The funds will be returned from the electronic account to the user no later than fifteen (15) calendar days from the date of termination of the contract. The user's funds held in his electronic account will be returned to the user's bank account from which they were sent to his electronic account unless the user specifies otherwise.
- 6.3. The user acknowledges that it is impossible to request partial return of the funds held in the user's electronic account. If the user wishes to get back all funds held in the electronic account, he must terminate the contract with the operator. As a result, all the funds held in the electronic account at the time of termination of the contract will be returned to the user.

## **7. LIMITATION OF OPERATOR'S LIABILITY**

- 7.1. The user acknowledges that all his donations made through the platform are made entirely voluntarily based on his own judgement and decision, always on the user's own responsibility.
- 7.2. The operator does not take any active steps to encourage the user to make his monetary donation for the benefit of the beneficiary partner.
- 7.3. The operator is not responsible for the purpose for which the funds donated by the user will be used by the beneficiary partner. The operator is not responsible for any

assurances, promises, offers or rewards made by the beneficiary partner on the platform. The operator is unable to verify whether the donated funds will be used for the purpose declared by the beneficiary partner.

- 7.4. Furthermore, the operator is not responsible for the content of the beneficiary partner's project. The operator is not liable for any damage that may be incurred by the user or third parties in connection with the donation of funds to the beneficiary partner.

## 8. ADDITIONAL INFORMATION FOR USERS WHO ARE CONSUMERS

- 8.1. The contract is a consumer contract if the user is a consumer, i.e., if he is a natural person and concludes the contract outside the scope of his business activity or outside the scope of independent performance of his profession. Otherwise, it is not a consumer contract and the user is not covered by consumer protection under the legislation and these terms and conditions.
- 8.2. Any complaints are handled by the operator via its contact e-mail.

## 9. OTHER RELATIONSHIPS RELATED TO THE USE OF THE PLATFORM

- 9.1. If the user's domicile or registered office is located outside the United States of America, or if the legal relationship between the user and the operator contains another international element, the user agrees that their relationship is **governed by the federal laws and regulations of the United States and those of the State of New Jersey.**
- 9.2. In the event that any provision of these terms and conditions is invalid, ineffective or inapplicable (or becomes so), a provision closest to its purpose shall be applied instead. This is without prejudice to the validity of the other provisions.
- 9.3. The operator is entitled to change and amend unilaterally the wording of the terms and conditions. In such a case, the user will be informed about the change or amendment to the terms and conditions of application via e-mail and user account at least 15 days before the changes or amendments to the terms and conditions take effect. If the user does not agree with the change or amendment to the terms and conditions, he shall inform the operator by e-mail before the change or amendment takes effect. If the user exercises his right according to the previous sentence, his mutual relationship with the operator will continue to be governed by the original wording of the terms and conditions. The current wording of the terms and conditions is always available on the platform.
- 9.4. The user acknowledges that he uses the platform at his own risk. The operator shall not be liable for any direct or indirect damage or injury, including the loss of stored data resulting from the use of or impossibility of using the platform. **Clicking on some of the links in the platform may result in leaving it and redirecting you to third party websites.**
- 9.5. The operator shall not be liable for errors arising from any interference with the platform by third parties or as a result of their use contrary to their purpose. When using the platform, the user shall not use mechanisms, software, scripts or other procedures that could adversely affect the operation of the platform, i.e. in particular disrupt the

functionality of the system or unduly burden the system, and shall not perform any activity that could allow unauthorised interference with or unauthorised use of the software or other components constituting the platform and use it or any part of it or the software in a manner that would be contrary to its designation or purpose.

- 9.6. The operator does not guarantee uninterrupted access to the platform, nor its safety and security. The operator is not liable for damage caused during the implementation of access and use of the platform, including any damage caused by downloading data published on the platform, damage caused by interruption of operation, platform failure, viruses, damage due to loss of data or profit or due to unauthorised access to transmissions and data.
- 9.7. If the user commits any unlawful or unethical conduct while using the platform, the operator is entitled to restrict, suspend or terminate the user's access to the platform without any compensation (except for the return of funds held at that time in the user's electronic account). In this case, the user is also obliged to compensate the operator in full for the damage that the user's conduct under this paragraph has demonstrably caused.
- 9.8. The content of the platform (texts, photographs, images, logos and others), including the software and these terms and conditions, is protected by the operator's copyright and may be protected by other rights of other persons. The user may not modify, copy, reproduce, distribute or use the content for any purpose without the consent of the operator or the copyright holder. It is prohibited, in particular, to make the photographs and texts placed on the platform accessible free of charge or against payment.
- 9.9. **If the user is not a consumer, the user and the operator agree on the territorial jurisdiction of the operator's general court to hear any possible disputes relating to the legal relations established by these terms and conditions or the contract.**

These terms and conditions are valid and effective December 5<sup>th</sup>, 2024