

MOMENTUM

WEBSITE TERMS OF SERVICE

Last Update: November 5th 2024

1. WELCOME TO THE MOMENTUM WEBSITE

- 1.1 Welcome to the Momentum website where you can claim time-limited digital memorabilia relating to the ATP Finals being held in Turin, Italy (the "**Site**") operated by Obsessionism Ltd (trading as Trace) ("**Trace**", "**we**", "**us**", or "**our**").
- 1.2 **What these Terms cover.** These Terms of Service (the "**Terms of Service**" or "**Terms**") (together with all additional terms and conditions of Trace that are referred to in these terms and conditions) set out the terms and conditions upon which you may use the Site and any application or functionality that Site makes available through it, including acquiring non-fungible tokens ("**NFTs**").
- 1.3 **Why you should read these Terms.** Please read these Terms carefully before you use the Site. The Terms tell you who we are, how we will provide services to you, what to do if there is a problem, and other important information. If there is anything within these Terms of Service that you do not understand, please contact us to discuss what this means for you.
- 1.4 **By using the Site you accept these Terms.** By using our Site, you confirm that you accept these Terms of Service and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site. We recommend that you print a copy of these Terms for future reference.
- 1.5 **Updates to the Terms of Service.** We may amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the terms that apply at that time. The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you regarding your use of the Site.
- 1.6 **Updates to the Site.** We may update and change our Site from time to time (including to reflect changes to our products, our users' needs, and our business priorities). We will try to give you reasonable notice of any major changes.
- 1.7 **Suspension or withdrawal of the Site.** Our Site is made available free of charge. We do not guarantee that our Site or any content on it will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms of service, and that they comply with them.

1.8 **IMPORTANT NOTE ABOUT NFTS.** Access to the Site and the NFTs made available to you through the Site (the “Trace NFTs”) is subject to the continued operation of the Site. While Trace NFTs are held in your crypto wallet, they may remain accessible only through the Site. In the event the Site is no longer available, the Trace NFTs will no longer be accessible, and some features associated with the NFTs may no longer be supported. At the time of launch, Trace NFTs cannot be transferred out of the crypto wallet into which they are first transferred. If this changes, we will notify you by email.

1.9 **“Writing” includes emails.** When we use the words “writing” or “written” in the Terms of Service, this includes emails.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** The Site is operated by Obsessionism Ltd. We are incorporated and registered in England and Wales under company number 15800091 and have our registered office at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN. Our VAT number is GB 475 0382 85.

2.2 **How to contact us.** You can contact us by writing to us at contact@trace.fan.

3. OTHER TERMS

3.1 These Terms of Service refer to the following additional terms, which also apply to your use of our Site:

- (a) Our Privacy Policy [\[INSERT AS LINK TO SITE'S PRIVACY POLICY\]](#), which explains how we collect, use, and store your personal data.
- (b) Our Cookie Policy [\[INSERT AS LINK TO COOKIE POLICY\]](#), which sets out information about the cookies on our Site.

4. USING THE SITE

4.1 **Your responsibilities.** By agreeing to the Terms of Service and by using the Site, you confirm that you:

- (a) are capable in your country of residence of entering into a legally binding agreement to use the Site;
- (b) will not use the Site if any applicable laws in your country prohibit you from doing so; and
- (c) will comply with all applicable laws and regulations with respect to your use of the Site and your activities on the Site.

4.2 **Your information.** You are responsible for ensuring that any information that you provide to us is accurate and up to date.

4.3 **Verifying your identity.** We may contact you to verify your identity and request any additional documentation that we may require for that purpose, as permitted by applicable laws.

4.4 **You must keep your account details safe.** If you choose, or are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions in these Terms of Service. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at contact@trace.fan.

5. ACQUIRING NFTS

5.1 **General.** Through the Site, you may be permitted to acquire Trace NFTs (as defined at clause 1.8 above). Trace NFTs are NFT-backed content which we offer to you through the Sui blockchain using smart contracts programmed by Trace.

5.2 **Create an account.** In order to acquire Trace NFTs on the Site, you need to create an account on our Site.

5.3 **Acquiring Trace NFTs.** We make the Trace NFTs on the Site free of charge, however you are responsible for all fees associated with your use of the Site (including internet connection or mobile fees). These Terms of Service govern your acquisition of Trace NFTs. Our acceptance of your offer to acquire a Trace NFT will take place when we notify you via email that your NFT is available on the Site. You may only claim one (1) Trace per released style of Trace.

6. OWNERSHIP OF TRACE NFTS AND LICENCE

6.1 **Ownership.** Acquiring a Trace NFT from the Site entitles you to own the Trace NFT for so long as Trace makes the Site available. You may not resell or transfer your Trace NFT to another wallet.

6.2 **Artwork.** When you acquire a Trace NFT from the Site, you do not gain any right, title, or interest in or to any of the artwork, images, music, audiovisual works, or other content associated with, or represented by the Trace NFT (collectively, "**Artwork**"). Your rights to use the Artwork are subject to these Terms of Service, including clause 6.4 (Licence Grant and Restrictions).

6.3 **Reserved Rights.** All right, title, and interest, in and to the Artwork is hereby expressly reserved for Trace or its licensors (including all copyrights, moral rights, and all other rights relating to works of authorship, and all other intellectual property and proprietary rights of any kind) ("**Artwork IP**"). You hereby acknowledge and agree that you will do nothing inconsistent with Trace and its licensors' ownership of the Artwork IP and will not use the Artwork IP other than pursuant to these Terms, including the licences granted in clause 6.4 (Licence Grant and Restrictions). You further acknowledge and agree that all of your uses

of the Artwork IP shall inure to the benefit of Trace and its licensors. If you nevertheless acquire any rights in the Artwork IP, by operation of law or otherwise, you hereby irrevocably assign such rights to Trace without any further action required by you or Trace.

6.4 **Licence grant and restrictions: Artwork Licence.** Subject to your compliance with these Terms, including the terms of clause 6.5 (Restrictions on Licence Rights), Trace hereby grants to you, for as long as you own the Trace NFT, a limited, non-exclusive, worldwide, non-sublicensable right and licence to use the Artwork for personal non-commercial use. All of your rights to the Artwork are as expressly stated in this clause 6.4; there are no implied rights.

6.5 **Licence grant and restrictions:** You hereby understand and agree that the licence to the Artwork granted in these Terms is conditioned on your agreement that, for as long as you hold ownership rights in and to the Trace NFT, you will not and will not encourage or permit others to: (a) modify the Artwork or Artwork IP in any way; (b) use the Artwork in any manner that depicts, constitutes, or encourages, hate speech, intolerance, cruelty, violence, vulgarity, offensive behaviour, political statements, or illegal, unlawful, defamatory, harassing, abusive, or fraudulent activities or language attempt to or actually register or otherwise acquire any intellectual or proprietary rights in or to the Artwork or any Artwork IP; (d) represent or imply that Trace endorses or otherwise supports your use of or interactions with the Trace NFT or Artwork; (e) engage in any fraudulent or deceptive activity intended or designed to artificially increase or decrease the value of the Trace NFT; or (f) use any software, hardware, or other technology, device, or means, including any virus, worm, malware, malicious or other harmful computer code, the purpose or effect of which is to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner the security or integrity of the systems and marketplaces (including the Site) supporting the Trace NFT or Artwork, including any associated crypto wallets or smart contracts.

7. **INTELLECTUAL PROPERTY RIGHTS**

You hereby understand and agree that by acquiring a Trace NFT, you are not given any commercial rights nor licenses to any names, images or logos associated with, or owned by the ATP, WTA or TDI. Any violation of this clause 7, as identified by Trace, ATP, WTA or ATP Media/TennisTV, will be immediately acted upon using the whole extent of the law in the applicable jurisdiction.

8. **YOUR RIGHT TO USE THE SITE**

8.1 **Our rights in the Site.** The materials and content comprising the Site, and all intellectual property rights in the foregoing, belong to us or our third party licensors. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. We give you permission to use these materials and content for the sole purpose of using Site in accordance with the Terms of Service.

8.2 **Your rights to use the Site.** Your right to use the Site is personal to you and you are not allowed to give this right to another person. Your right to use the Site does not stop us from giving other people the right to use the Site. You agree that you have no rights in or to any

portion of the Site other than the right to use the Site in accordance with the Terms of Service.

9. RULES OF ACCEPTABLE USE

9.1 **General.** In addition to the other requirements within the Terms of Service, this section describes specific rules that apply to your use of the Site (the "**Rules of Acceptable Use**").

9.2 When using the Site you must not:

- (a) circumvent, disable or otherwise interfere with any security related features of the Site or features that prevent or restrict use or copying of the content accessible via the Site;
- (b) give any false or misleading information or permit another person to use the Site under your name or on your behalf;
- (c) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to us, if this is not the case;
- (d) use the Site other than for its intended purpose as set out in the Terms of Service;
- (e) use the Site if we have suspended your access to it, or have otherwise banned you from using it;
- (f) modify, interfere, intercept, disrupt or hack the Site or collect any data from the Site other than in accordance with the Terms of Service;
- (g) misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs, or other material that is malicious or technologically harmful (including that which would harm our Site or the equipment of any user of the Site), or otherwise harmfully interacting with our Site or any part of it;
- (h) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Site in a manner that send more request messages to the Site than a human can reasonably produce in the same period of time; or
- (i) conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to our Site (including any content on it) or any services provided via, or in relation to, our site (for any purpose, including the development, training, fine-tuning or validation of artificial intelligence systems or models). This includes using (or permitting, authorising, or attempting the use of):
 - (i) any "robot", "bot", "spider", "scraper", or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor, or republish any portion of our Site or any data, content, information or services accessed via the Site;

- (ii) any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate artificial intelligence systems or models, which includes but is not limited to patterns, trends, and correlations.

You shall not use, and we do not consent to the use of , our Site, or any data published by or contained in, or accessible via, our Site or any services provided via, or in relation to, our Site for the purposes of developing, training, fine-tuning or validating any artificial system or model. The provisions in this clause 9.2(i) should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

This clause 9.2(i) will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

9.3 Failure to comply with the Rules of Acceptable Use constitutes a serious breach of the Terms of Service, and may result in our taking all or any of the following actions (with or without notice, and without limiting our right to take any other action we reasonably deem appropriate):

- (a) immediate, temporary or permanent withdrawal of your right to use the Site and any services offered through the Site;
- (b) issuing of a warning to you;
- (c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- (d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

9.4 **Linking to our Site.** If you wish to link to or make any use of content on our Site other than that set out in these Terms, please contact contact@trace.fan.

10. ENDING OUR RELATIONSHIP

10.1 **Your right to end our relationship.** If at any time you do not feel that you can agree to the Terms of Service or any changes made to the Terms of Service or the Site, you must immediately stop using the Site. You may end your use of the Site at any time, for any reason.

10.2 **Our right to end our relationship.** We may immediately end your use of the Site if you break the Rules of Acceptable use or any other important rule(s) of the Site.

10.3 **Withdrawal of the Site.** We may withdraw the Site at any time, so long as we give reasonable notice that we plan to do this.

- 10.4 **What happens if you or we end our relationship.** If either of us ends your use of the Site or we withdraw the Site:
- (a) we may delete or modify any information we hold about you;
 - (b) you will also lose any rights you have to use the Site or access our content; and
 - (c) all of the rights and licences that Trace has granted to you under these Terms shall immediately terminate without any requirement of further notice.

11. RESPONSIBILITY FOR LOSS OR DAMAGE

- 11.1 **Status of users.** Our Site is for consumers only. We only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes.
- 11.2 **Our responsibility to you.** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the Terms of Service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the transaction process.
- 11.3 **Liability that cannot be limited.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and your statutory rights in the laws in your country of residence. Nothing in the Terms of Service excludes or limits our liability to you, or your statutory rights as a consumer, if the law of the country where you live does not allow the exclusions or limitations of liability provided for in the Terms of Service.
- 11.4 **We are not liable for business losses.** We only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.5 **Defective digital content.** If defective digital content that we have supplied to you damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 11.6 **Errors, interruptions and delays in the Site.** Unfortunately, due to the nature of the Internet and technology, the Site and the Trace NFTs are provided on an "AS AVAILABLE" and "AS IS" basis. This means that we are unable to promise that your use of the Site and the Trace NFTs will be uninterrupted, without delays, error-free, or meet your expectations

and we do not give any commitment relating to the performance or availability of the Site or the Trace NFTs in the Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by law.

12. DISCLAIMERS

- 12.1 **Do not rely on information in this Site.** The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Site is accurate, complete, or up to date.
- 12.2 **We are not responsible for websites we link to.** The Site may contain links to, or call the servers of, third party websites or services that are not under Trace's control, at the direction of and/or as a convenience to you ("**Third Party Sites**"). As such, we are not responsible for, and we make no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, any Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at your risk. Without limiting the foregoing, you acknowledge and agree that Trace is not responsible for any blockchain or distributed ledger on which the Trace NEFTs are recorded, or for repairing, supporting, replacing, or maintaining the same. You further understand and agree that Trace has no obligation to maintain any link or other connection between the Trace NFTs and the Artwork.
- 12.3 **Trace NFTs.** The Trace NFTs are intangible digital assets that exist by virtue of the ownership record maintained in the Sui blockchain. All Trace NFT smart contracts operate on the decentralised Sui ledger. Trace has no control over, and make no promises or guarantees with respect to, the Sui blockchain or the decentralised Sui ledger. You agree that Trace is not responsible for, and will have no liability for, any issues or losses related to the Sui blockchain and ledger or your digital wallet.
- 12.4 **Volatility of NFTs.** NFTs and similar assets are collectibles and have no inherent or intrinsic value. You agree to assume all risk associated with the use and value of any Trace NFTs that you acquire.

13. PERSONAL DATA

In connection with these Terms and the services provided on this Site, we may collect and process your personal data in accordance with the Site's Privacy Policy [[INSERT AS LINK TO SITE'S PRIVACY POLICY](#)]. As part of our agreement with the ATP, WTA and ATP Media/TennisTV, your personal data may be transferred to the ATP, WTA and/or ATP Media/TennisTV for purposes related to the services provided, including marketing, analytics, and account management. The ATP, WTA and/or ATP Media/TennisTV will handle your personal data in accordance with its own privacy policies and applicable data

protection laws. We encourage you to review the ATP's, WTA's and ATP Media/TennisTV's privacy policy, which governs the use and protection of your personal data. We encourage you to read the privacy policies, which can be accessed by the links below:

ATP: <https://www.atptour.com/en/privacy-policy>

WTA: <https://www.wtatennis.com/privacy-policy>

ATP Media: <https://www.atpmedia.tv/privacy-policy/>

TennisTV: <https://www.tennistv.com/privacy-policy>

14. RESOLVING DISPUTES

- 14.1 **Which country's laws apply to any disputes?** To the greatest extent permitted by the laws of the place where you reside, these Terms of Service, their subject matter, and their formation, are governed by English law, and wherever you live you can bring claims against us in the courts of England. You can also bring claims against us in the courts of the country you live in, and we can claim against you in the courts of the country you live in.
- 14.2 **Disputes between you and us.** If you have a dispute with us relating to the Site or any services offered through it (including the Trace NFTs), in the first instance please contact us at contact@trace.fan and attempt to resolve the dispute with us informally. In the unlikely event that we are not able to resolve a dispute informally, you can bring a claim against us as set out in clause 14.1 above.

15. GENERAL

- 15.1 **Written communications.** Applicable laws may require that some of the information or communications that we send to you should be in writing. When using the Site, you accept that communication with Trace will mainly be electronic. We will primarily contact you by e-mail or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 15.2 **Transfer of any rights and obligations.** We may transfer our rights and obligations under the Terms of Service to another organisation. You may only transfer your rights or your obligations under the Terms of Service to another person if we agree to this in writing.
- 15.3 **Third party rights.** The Terms of Service are between you and us. No other person shall have any rights to enforce any of the terms and conditions except as expressly set out in the Terms of Service.
- 15.4 **Severability.** If a court finds part of the Terms of Service illegal, the rest will continue in force. Each of the clauses of the Terms of Service operates separately. If any court or

relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

- 15.5 **Waiver.** Even if we delay in enforcing the Terms of Service, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Terms of Service, or if we delay in taking steps against you in respect of your breaching the Terms of Service, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.