

# GENERAL TERMS OF BUSINESS

## 1. INTRODUCTION

- a. These General Terms of Business apply to your use of the website 1ST2NOTIFY.COM as well as your use of the App (as defined below).
- b. These General Terms of Business are part of a wider agreement between you (the Member – as defined below) and 1ST2NOTIFY LIMITED (a limited liability company incorporated in England and Wales whose registered office is 701 Stonehouse Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT with company number 12704130).
- c. Prior to you requesting to become a Member, it is strongly recommended that you spend the necessary time to read and understand these General Terms of Business, as well as any other/additional documents and information available on the website or upon request.
- d. By agreeing to become a Member you expressly agree to these General Terms of Business and we will therefore treat your access to and use of the Service(s) (as defined below) as acceptance of the terms of these General Terms of Business. Furthermore, you note and acknowledge that you are responsible for checking the website periodically in order to review the current version of the General Terms of Business.
- e. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference.
- f. We offer a range of services to individuals who wish to buy limited/short access items and/or be advised of their availability. **These services include but are not limited to NFTs, sneakers, consoles, graphics cards and other collectibles** (all as defined below). The services do not, however, include the provision of any facilities or a platform for you to execute or undertake a transaction and any such transaction will and must be entered into with a Third-Party Provider (as defined below) who offers such goods.
- g. We **do not** provide advice or recommendations relating to any such goods. Furthermore, and for the benefit of doubt, (a) we do not provide personalised recommendations or advice or tax related advice/consequences and (b) you will not be entitled to ask us to provide to you any advice or recommendation in relation to any of the above, or to give any advice or recommendation and accordingly no communications with us shall be deemed to be or treated as advice or a recommendation.
- h. For further information, see our Privacy Policy, which document forms a part of these Terms. This document can be found on our website.

## 2. DEFINITIONS AND INTERPRETATIONS

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

<b>Account:</b>	Your Membership login details which allows you access to the Site and the App.
<b>App:</b>	The 1ST2NOTIFY Application.
<b>Chat:</b>	The ability for a Member to interact and chat with us and/or another Member on the Site and/or App and receive Trade Alerts, Trade Notifications, other ideas and/or notifications and/or other information. Note that whilst the Chat is recorded, we do not normally monitor the Chat.
<b>Collectibles:</b>	Such items/goods that we identify as being potentially limited access and/or in short supply including but not limited to NFTS, sneakers, consoles, graphics cards and other collectibles.
<b>Fees:</b>	The fees you pay us to be a Member, further details of which are set out in a Fee Schedule posted on the App.
<b>Follow/Followed:</b>	Where a Member has agreed that you can have access to their Chat.

<b>Followed Member:</b>	A Member who is being Followed.
<b>Force Majeure:</b>	This means: (a) acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, power supply interruption, failure of communications equipment, lock-out or injunction, compliance with laws (domestic or foreign), regulations or orders or breakage or failure of machinery; and/or (b) the suspension or closure of any market or their abandonment or failure or the imposition of limits or special or unusual terms on trading in any such market or on any such event.
<b>Group:</b>	The ability for Members to create a group of other Members to Chat.
<b>Indirect Loss/Losses:</b>	In respect of any matter, event or circumstance, any loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, failure to avoid loss, loss of goodwill, loss of business, loss related to reputational damage the corruption or loss of data as well as any incidental, special, punitive or consequential damages caused by any act or omission of ours under these Terms.
<b>Loss/Losses:</b>	In respect of any matter, event or circumstance, all demands, claims, actions, proceedings, damages, payments, trading losses, costs, expenses or other liabilities, any Indirect Loss or other special loss.
<b>Member:</b>	Individuals who are clients of 1ST2NOTIFY LIMITED and who have agreed to be bound by the Terms.
<b>Member Statistics:</b>	Information collated by us in relation to a Member's trading strategy/style and published on the App. Note that you should undertake your own analysis of their trading style/strategy and performance and make your own decision whether to Follow them or not. Member Statistics are not a recommendation and do not constitute advice.
<b>Messages:</b>	The actual message(s) sent by a Member in a Chat, depending on the privacy restrictions selected by any relevant Member. Note that whilst Messages are recorded, we do not normally monitor Messages.
<b>Partnered:</b>	If we have a relationship with a Third-Party Provider.
<b>Service/Services:</b>	The ability for Members to (a) Chat with us and/or other Members, (b) Follow other Members and/or (c) allow another Member to Follow them.
<b>Site:</b>	www.1ST2NOTIFY.COM
<b>Terms:</b>	These General Terms of Business.
<b>Trade Alerts:</b>	Trade alerts/information provided by a Third-Party Provider and/or a Member to another Member who have signed up for Trade Alerts.
<b>Trade Alert Provider:</b>	A third-party including a third party who makes Collectibles available and who provides Trade Alerts.
<b>Trade Notifications:</b>	Trade alerts/information provided by us to a Member.
<b>Transaction:</b>	A transaction involving a Collectible.
<b>Third-Party Provider:</b>	A third party who sells Collectibles or a third party who runs a bot to assist a Member in purchasing a Collectible. This includes but is not limited to retailers as well as Discord servers such as BotMart and Tidal Market.

References in these Terms to "we" or "us" or "our" shall be a reference to 1ST2NOTIFY LIMITED and reference to "you" or "yours" shall be to you.

References in these Terms to any law, statute, regulation or enactment shall include references to any modification, amendment, extension, or re-enactment thereof.

References in these Terms, references to an individual person shall include body corporates, unincorporated associations, partnerships, and individuals.

References in these terms to a “party” or the “parties” shall be, as relevant a reference to us and/or you.

Headings and references to clauses in these Terms are for reference only and shall not affect the contents and interpretation of these Terms.

Any guides, release information, flips or other documents contained on the Site are for information purposes only, do not form part of these Terms and we make nor give any guarantee as to the accuracy thereof.

### 3. **MEMBERSHIP**

a. The Service(s) is/are available only to Members. Any additional benefits will be set out on the Site under “Membership Benefits”: such benefits do not form an integral part of these Terms and may be withdrawn at any time without affecting these Terms.

b. A Member must have agreed to be bound by the Term and membership starts for the date you agreed to be so bound. Notwithstanding this, in order to access membership a Member must pay the relevant Fee.

c. You must register for the Service(s) on the Site. Accordingly, by ticking the ‘I Accept’ box and pressing ‘Sign Up’ during the registration process, you consent to be bound by these Terms, and there is a legally binding contract between you and us subject to your right of cancellation - see clause 3n below. We will send you confirmation of your registration and membership by e-mail or other social media to the address you provided when you registered. If you do not agree to all of these Terms, you must not tick the box ‘I Accept’ and/or press ‘Sign Up’, and you will not be entitled to register as a Member for the Service(s).

d. By agreeing to be bound by the Terms you warrant that:

- i. You are either 18 years of age or older or have parental/guardian consent to become a member AND to link their debit/credit card or account to your membership;
- ii. All information about yourself that you give to us in the application process and subsequently is, when given and remains, true, complete and accurate;
- ii. If you are not a UK resident, we did not solicit or market our services to you;
- iv. You consent to the provision to you, by us or on our behalf, of information and the Service(s), as well as invoices and statements of account, via the Site, the App and/or e-mail/social media as we may determine in our sole discretion; and
- v. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or your use of the Site.

e. We may verify your identity and address before you become a Member, may use third parties to assist us and we/they may request/obtain documentation from you or a third-party in order to verify your identity/address.

f. We do not and will not hold any money/assets on your behalf.

g. The Services may not be available in all countries. It is your responsibility to check this and if you are travelling to a blocked country, you may not be able to access to any of our Services. This restriction applies even if you do not normally reside in the blocked country. We are not liable for any Loss which results from your inability to access the Services because you are in a blocked country.

h. We may add, remove, or change the availability and features of the Service(s) or their specific functionalities, at our discretion. This may impact, adversely, how you can use the Service(s), for example whether you can act on a Trade Alert or Trade Notification.

i. If you are a consumer, you have a right to cancel the Terms under the United Kingdom Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and/or and the Distance Marketing of Consumer Financial Services Directive for a period of fourteen (14) days from the date when the Terms are accepted by you, by giving us notice by post or email to the address or email address shown below, or by phone to the telephone number shown below. During the cancellation period we may but are not obliged to begin to provide the Service(s) to you unless you expressly request us to do so in writing and acknowledge that your right to cancel the Terms will be lost where the Services or any of them are performed within the cancellation period. We will ask you to do so by ticking the relevant box as part of the registration process. In this regard, and for the avoidance of doubt, if you request or otherwise use a Trade Alert provided by a Trade Alert Provider in this 14 day period, you will not be entitled to cancel the Terms.

j. You agree that by clicking "I Accept" you have read and that you have agree to these terms and any other agreement/set of terms without the need to receive or physically sign the document.

#### **4. YOUR USE OF THE SERVICE(S)**

a. In order to use the Site and the App, you will be provided with a username and password by Discord and we will provide you with a licence key to give you access to the Site and the App. You must use/provide them each time you wish to use the Site and/or the App. You must not disclose your username or password or licence key to anyone else, for whatever reason, including but not limited to another Member whether a Followed Member or not and if we believe that (a) an unauthorised person is using your username and password or licence key without your knowledge, we may, without prior notice, suspend your membership and (b) you supplied your username and password or licence key to another person(s) in breach of this clause, we may terminate your membership immediately.

b. You should undertake your own your own independent research and decision making and therefore you should use any information gathered from the Site, the App, Trade Alerts and Trade Notifications as a starting point for your own independent research and purchase decision making. Furthermore, we do not commit to analyse or monitor the performance of a Followed Member or a Third-Party Provider to determine if such a Followed Member or Third-Party Provider's Trade Alerts/Notifications' remains appropriate.

c. When you participate in a Chat, individually or in a Group, we are not responsible for content posted within these Chats/Groups, and we do not endorse any of the material contained in them unless the content is actually provided by us. Accordingly, other than content stated to be provided by us, the content contained within them is not monitored by us. Furthermore, no content whatsoever is not intended to be and should not be regarded by you as advice, a personal recommendation, an incentive or an inducement to effect a trade/purchase of a Collectible.

d. You understand and acknowledge that by you participating in a Chat, whether individually or in a Group:

- i. You will not receive or provide any advice, personal recommendation or any incentive or inducement to effect a trade/purchase of a Collectible;
- ii. Neither we nor any other Member therein is providing or able to provide to you any advice, a personal recommendation, an incentive or inducement to effect a trade/purchase of a Collectible, nor is any Chat a financial promotion. Accordingly, any information, whether a Trade Notification or otherwise and to which a Member has access whether through a Chat/Group should not be interpreted as advice, a personal recommendation, an incentive or an inducement to effect a trade/purchase of a Collectible by either us or another Member, nor is it a financial promotion;

- iii. Whilst we are under no obligation to monitor, record, edit or delete Groups, we may nonetheless do so but we are under no obligation to give notice to you if we do;
- iv. We reserve the right to terminate your Membership or remove any post without notice if you undertake any activities prohibited by these Terms including but not limited to:
  - a. Promoting, embellishing or talking up your performance (for instance, by making any reference to future profitability);
  - b. Posting any content which contravenes these Terms;
  - c. Disrupting any Chat or Group in any way, such as by:
    - a. Intentionally causing the Group's screen to scroll faster than other Members are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of the Chat;
    - b. Posting commercial solicitations and/or advertisements for goods and services including spam, chain letters, unsolicited marketing material, advertising investment services, offering to buy, sell or broker a transaction or misleading any Member;
    - c. Sending repeated unsolicited or unwelcome Messages to a single Member or repeatedly posting similar Messages in a Group, including continuous advertisements to sell goods or services;
    - d. Using bots or other automated techniques to collect information from a Group;
- v. You grant us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use, display, distribute and reproduce in whole or in part in any media anything you may publish in the Chat; and
- vi. When posting a review, you must have had first-hand experience with the person/entity being reviewed, not post any false or misleading statements, not be affiliated with competitors if posting negative reviews and not organise or be involved in a campaign encouraging others to post reviews, whether positive or negative.
- d. You will not and will not be permitted to charge a fee or commission to a Member and you agree you shall not receive a fee or commission from a Third-Party Provider.
- e. You must not:
  - i. Copy, reproduce, modify, create derivative works from, create links to, transmit, distribute and/or collect information from the Site or the App in order to use in or incorporate into your own website, database or products;
  - ii. Publish any material subject to third-party copyright ownership or otherwise infringe the intellectual property or other rights or any other person or violate any applicable laws;
  - iii. Post any content to the Site/App or send a Message which:
    - a. We regard as offensive, unlawful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable;
    - b. Contains a virus, other malicious code or another person's personal information;
  - iv. Add links to other websites or applications which may contain offensive, unlawful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable or unlawful material;
  - v. Use the Site or the App to harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any other Member or any other person;

- vi. Leave your browser logged on to the Site or the App open without your attendance so that unauthorised persons might be able to access the Service(s) with or without your knowledge;
  - vii. Copy, in whole or in part, any of the information on the Site or the App (including any information about other Members) other than for the purposes contemplated by these Terms;
  - viii. Permit or create unauthorised framing of, or deep linking to, the Site or the App from another website under your management or control;
  - ix. Use or exploit the Site, the App or the Service(s) or any part of it for any commercial purpose, including any advertisement for your own or any other person's products and services;
  - x. Copy, adapt, modify, reverse engineer, disassemble or decompile any of the software underlying the Site or the App; or
  - xi. Create or maintain any unauthorised connection to the Site or the App.
- f. Additionally, you must not:
- i. Make the App available to any other person without our prior written consent;
  - ii. Copy the App;
  - iii. Modify the whole or any part of the App, or permit it to be combined with, or become incorporated in, any other programmes, except as necessary to use the App on your computer equipment/mobile device(s) as permitted in these Terms;
  - iv. Attempt to reverse engineer the App;
  - v. Use the App in any unlawful manner or for any unlawful purpose;
  - vi. Use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
  - vii. Collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the Service(s).
- g. You warrant and represent to us that:
- iii. You are either 18 years of age or older or have parental/guardian consent to become a member AND to link their debit/credit card or account to your membership;
  - iv. If you are under 18 years of age, you will advise us and whilst we will endeavour to block it, you and your parent/guardian understands that we may be unable to block access to age-inappropriate Collectibles and therefore agree that you will not access age-inappropriate content;
  - v. You are not acting in a commercial capacity for other individual, disclosed or undisclosed or under a power of attorney;
  - vi. You have all necessary authority, powers, consents, licenses and authorisations, and have taken all necessary actions to lawfully enter into and perform your obligations under these Terms;
  - vii. These Terms and the obligations created under them are binding upon and enforceable against you and currently do not and in the future will not violate the terms of any regulation, order, charge or agreement by which you are bound;
  - viii. You are in compliance with all laws to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
  - ix. You are acting as principal and not as any other person's agent or representative and you will not be acting in concert with any other individual including but not limited to a Followed Member and/or any Member with whom you Chat individually or in a Group;
  - x. All information which you provide or have provided to us (whether in the online application process or otherwise) is true, accurate and not misleading in any material respect;

- xi. You will not provide to any third party, whether a Member or not, any advice, personal recommendation or any incentive or inducement to effect a trade/purchase of a Collectible;
  - xii. You are now and will be at all times in the future be in compliance with all rules and regulations concerning, in particular, money-laundering and if not, we reserve the right to cease to deal with you; and
  - xiii. Where you are not a resident of the United Kingdom, you have ascertained whether any Service(s) provided to you and/or provided by you (if relevant) hereunder is lawful under the applicable laws of the jurisdiction where you are resident.
- h. You must notify us immediately if you become aware of any unauthorised use of the Services or any of them or the Site or the App.
- i. We may take down from the Site or the App or edit any content if we reasonably believe it contravenes these Terms.

## 5. **FEES**

- a. You agree to pay us the Fee set out on the Site either monthly or annually, as requested by us and determined by you. You accept that if you pay the fee monthly, we may either continue the membership for another month or terminate your membership at the end of the month and if you pay the fee annually, we may either continue the membership for another year or terminate your membership at the end of the year without any obligation on us to extend it. For the avoidance of doubt, other than in the circumstances set out in clause 3(i), no refund of the Fee is payable once it has been paid irrespective of whether you terminate your membership or cease using the Service(s).
- b. You acknowledge and accept that a Third-Party Provider and/or a Trade Alert Provider may pay fees to us. For the avoidance of doubt, we are not under any obligation to account to you for any benefit, commission, remuneration or profit made or received by us as a result of your use of the Service(s) or your accessing any Third-Party Provider/via the Site and the App or your purchasing from a Third-Party Provider.
- c. You acknowledge and accept that we may charge a Third-Party Provider a commission fee and/or receive from them a rebate on the fee they charge you.
- d. You agree that we can debit your bank account or agreed payment method for Fees and any other monies owed to us.
- e. You agree to keep your payment method up-to-date.

## 6. **AVAILABILITY OF THE SERVICE(S)**

- a. If your computer equipment/mobile device(s) does not support relevant technology, including encryption of the type used by us in the provision of the Service(s), you may not be able to use certain of the Services or access certain information on the Site and/or the App.
- b. Where messaging services are available on the Site or the App, we will not be responsible for any failure of electronic messages or images (whether via the internet or SMS) sent through the Site or the App.
- c. The Site and the App is accessed via the internet. Your use of the internet is at your own risk and subject to all applicable national and international laws and regulations. Owing to the nature of the internet and the fact that your access to our Site and the App involve functionality outside our control, we cannot be held responsible for technical problems that you may experience with our Site or the App as a result thereof.
- d. We do not represent that the Site/App is appropriate or available for use in any jurisdiction other than the United Kingdom. For the avoidance of doubt, we do not represent that the Site/App is appropriate or available for use in the United Kingdom.
- e. Our Site and the App are not aimed at persons who are residents of any country where the provision of any information shown on our Site or the App is forbidden.

- f. Although we make reasonable attempts to ensure that the server that makes the Site/App available is bug and virus free, we cannot guarantee that the Site or the App will be available at all times without interruption and we have no responsibility for any Loss in such a situation.
- g. We reserve the right to suspend the Site or the App at any time for operational, regulatory, legal or any other reason with or without notice.
- h. If we are prevented, hindered or delayed from performing any of our obligations under these Terms by a Force Majeure Event, then our obligations under these Terms will be suspended for so long as the Force Majeure Event continues and to the extent that we are so prevented, hindered or delayed and we will not be deemed to be in breach of these Terms or otherwise be liable to you by reason of any delay or failure in performance of any of the obligations under these Terms to the extent that the delay or failure is caused by a Force Majeure Event, and time for performance will be extended accordingly.
- i. We may terminate your use of the Site or the App with immediate effect if you breach or we are of the view that you may breach any of these Terms.

## 7. **KEY RISKS**

- a. With specific regard to Trade Notifications:
  - i. We do not guarantee their accuracy, completeness or reliability or that they will actually be sent or received, and so we accept no liability in this respect;
  - ii. Past performance is no indication of future performance;
  - iii. We will not be liable for any Losses incurred as a result of action taken by you as a result of your receipt of a Trade Notification;
  - iv. By providing you with information therein, neither we nor the Member is providing to you nor should anything be taken to be any advice, a personal recommendation, an incentive or inducement to effect a trade/purchase of a Collectible, nor is it a financial promotion in relation to any transaction; and
  - v. We do not guarantee that Trade Notifications will arrive in a timely manner.
- b. With specific regard to Trade Alerts:
  - i. Trade Alerts are received by us from third parties. Accordingly, we do not guarantee their accuracy, completeness or reliability or that they will actually be sent or received, and so we accept no liability in this respect;
  - ii. The speed at which Trade Alerts arrive can vary, and we do not guarantee that Trade Alerts will arrive in a timely manner; and
  - iii. Neither we nor any Third-Party Provider is providing to you a personal recommendation, an incentive or inducement to effect a trade/purchase of a Collectible, nor is it a financial promotion;
  - iv. We will not be liable for any Losses incurred as a result of action taken by you as a result of your receipt of a Trade Alert.
- c. We do not conduct any monitoring of transactions entered into by you. Hence, we cannot be held responsible for any trading or transactions that may develop differently from what you might have presupposed.
- d. Purchasing a Collectible is not risk free. For example, the value of the Collectible can go down, it may not be sellable and/or the Third-Party Provider may substitute the Collectible for another product.
- e. We are unable to offer you a refund on any Collectible you purchase as the purchase/transaction is effected by you with a Third-Party provider and your rights and obligations are with them, not us, notwithstanding any Trade Alert/Notification.
- f. If we allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements, we take no responsibility for any such advertisements placed on the Site or any services provided on the Site or products sold through those advertisements and the responsibility is with the advertiser.



8. **CONFLICTS OF INTEREST**

a. Whilst we take reasonable steps to identify and manage conflicts of interest that arise in the context of our providing the Service(s), you acknowledge that we provide a diverse range of services to a broad range of clients and counterparties and circumstances may arise in which we and/or our staff/contractors may have a similar but material interest in a Transaction.

b. The following are examples of material interests and conflicts of interests:

- i. Our staff and contractors may be Members and may be, individually, providing Trade Alerts and/or participating in the purchase of a Collectible in competition with you; and
- ii. We pay to and accept from third parties (including Members and Third-Party Providers) certain benefits, commissions, remuneration, rebates and/or profits which is/are paid to or received by us as a result of you using the Site/App, clicking through to a Third-Party Provider and/or trading with a Third-Party Provider.

c. You acknowledge that you are aware of the possible conflicts and consent to us acting and/or providing the Service(s) notwithstanding any such conflict.

9. **INTELLECTUAL PROPERTY RIGHTS**

a. The Site, the App and its contents (including but not limited to all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics) are protected by intellectual property rights which may include copyright, trademarks and other intellectual property rights. Those rights are protected by laws and treaties around the world. We reserve all our rights in such intellectual property.

b. The Site and the App and any and all content, information or materials that we may supply or make available to you (including any software which forms part of those items) from time to time, are and will remain our property or that of our service providers. Such service providers may include providers of real-time data to us. In addition, all copyrights, trademarks, design rights and other intellectual property rights in those items are and will remain our property (or those of third parties whose intellectual property we use in relation to the Service(s)).

c. You must not delete, obscure or tamper with copyright or other proprietary notices we may have put on the Site or the App.

d. Except as expressly permitted by these Terms or as otherwise agreed with us, you may not copy, disseminate, or download any content of the Site/App.

e. You acknowledge and agree that we own all intellectual property rights in the Site, the App and its contents. Except as expressly stated herein, these Terms do not grant you any rights to, or in, any patents, copyrights, database rights, trade secrets, trade names, trademarks or other intellectual property rights (whether registered or unregistered), or any other rights or licences in respect of the Site, the App and its contents or any related documentation.

10. **LINKS TO THIRD PARTIES' SITES**

a. The Site and/or the App may provide links to other websites including the websites of Third-Party Providers/ Trade Alert Providers. Selecting any of these links will direct you to a website that is not related in any way to us. If you decide to leave the Site and access the third-party websites or to use or install any third-party content, you do so at your own risk, and you should be aware these Terms no longer govern such action. Furthermore, you should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site.

- b. You agree and acknowledge that the link to these other websites does not imply an endorsement or recommendation of the website, its products or services notwithstanding that we may have Partnered with such third-party and we take no responsibility for the content contained on any such website.
- c. You agree that you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any third-party content or any contact with third-party websites.
- d. Before supplying any personal information to any other website, we recommend that you check that website's privacy policy. We do not accept responsibility for the protection of any data supplied by you to other websites.
- e. We shall not be responsible for any agreement or transaction made between you and a Third-Party Provider/ Trade Alert Provider.
- f. You acknowledge that a Third-Party Provider/ Trade Alert Provider is not authorised to make any representations concerning us or the Service(s).
- g. For the avoidance of doubt, and notwithstanding clause 18, we cannot be held responsible for any failure or delay in any software or links or connections with and between any Members and with or between us and/or any Third-Party Provider/ Trade Alert Provider that impact on your use of the services.

#### 11. **AMENDMENT**

- a. We will be entitled to amend or vary these Terms from time to time upon five (5) business days' notice to you unless such amendment or variation is required sooner as a result of a change of any applicable law, rule or regulation.
- b. Notification can be provided by including a summary of the changes or the new Terms on the Site and/or on the App.
- c. You will be deemed to accept and agree to the amendment or variation unless you notify us, in writing, to the contrary. By continuing to use the Service(s) following such amendment, you will be deemed to accept and agree to the amendment or variation. If you do object to the amendment or variation, the amendment or variation will not be binding on you, but your Membership will be suspended.
- d. No delay in the exercise or non-exercise by us of any right, power or remedy provided by law or under or in connection with these Terms will impair such right, power or remedy or operate as a waiver or release of that right. Any waiver or release must be specifically granted in writing, signed by us.
- e. The rights and remedies of each party under these Terms are cumulative and not exclusive of any rights or remedies of that party under the general law. Each party may exercise each of its rights as often as it thinks necessary.
- f. There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

#### 12. **NOTICES**

- a. We will generally communicate with you via email or through the Site or the App but, if it is more appropriate to do so, we reserve the right to communicate with you by letter, telephone, social media or SMS. We will communicate with you in writing where these Terms or any applicable law, rule or regulation requires us to. You consent to us communicating with you in this manner.
- b. You are responsible for reading all notices posted on the Site or the App in a timely manner.
- c. All communications relating to these Terms, whether correspondence, documents, written notices, confirmations and statements or otherwise will be sent to you in accordance with the latest

contact details provided by you. It is your responsibility to ensure that we are kept informed promptly of all changes in this regard. All communications will be deemed properly made:

- i. if sent by SMS, as soon as it has been transmitted to the mobile number last notified by you to us;
  - ii. if sent by email, as soon as it is transmitted to the last email address provided by you to us;
  - iii. if posted on the Site, the App or social media, as soon as it has been posted;
  - iv. if sent by first class post to the address last notified by you to us, upon delivery;
  - v. if hand delivered to the address last notified by you to us, at the time of being deposited at that address.
- d. If you are required to communicate with us in writing by these Terms, you can send us an email, a message through the Site or the App or send us a letter.
- e. All communications between you and us will be in English.
- f. It is your responsibility to keep your contact details up to date and notify us immediately of any changes. If at any time you are unable, for whatever reason, to communicate with us or you do not receive any communication sent by us under these Terms we will not be responsible for any Loss, damage or cost caused to you by any act, error, delay or omission resulting therefrom.
- g. You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding upon you, any communication (whether or not in writing) that we reasonably believe to have been made or transmitted by you or on your behalf by any agent or intermediary whom we reasonably believe to have been duly authorised by you.

### 13. **DATA PROTECTION**

- a. You acknowledge that you may be providing personal information (but not sensitive personal data) to us within the meaning of the Data Protection Act 2018 or the General Data Protection Regulation (670/2016) or any other applicable laws and regulations when making an application to become a client and/or effect a trade/purchase of a Collectible. You consent to us processing your information for the purposes of establishing and administering your Account in respect of the Service(s) and otherwise in accordance with our Privacy Policy. Please refer to our Privacy Policy for further details on how we process your personal data.
- b. You confirm that unless you have advised us to the contrary (either in the online application process or subsequently in writing) that you do not wish to receive information from us about carefully selected offers and products or other useful information, we may contact you electronically by email, by post, by text message or by telephone (at a reasonable hour) for this purpose for the period during which you have an account with us.
- c. If you wish to access information we may hold or wish us to correct any misinformation please notify us in writing.
- d. If you are concerned about how we process your personal data, you can make a complaint to us. We will act upon it promptly. You can contact us at [arran@1st2notify.com](mailto:arran@1st2notify.com). If you remain dissatisfied with our response to your complaint, you have the right to file a complaint with the Information Commissioner's Office ("ICO"). You can find further details on the ICO website at <https://ico.org.uk/>

### 14. **ASSIGNMENT**

- a. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent.
- b. We may assign and transfer all or any of our rights and obligations under these Terms upon notice to you, without any obligation to obtain consent from you.

### 15. **SEVERABILITY**

a. If any part of any provision of these Terms is invalid or unenforceable, then the remainder of such provision and all other provisions of these Terms will remain valid and enforceable.

16. **THIRD-PARTY RIGHTS**

a. The parties do not intend any term of these Terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. **CONFIDENTIALITY**

a. You agree to hold any information you receive under or pursuant to the Service(s) as confidential and to (a) use that information only to enter into a transaction relating to the Collectibles; (b) not disclose that information to any third party; (c) protect all information against any unauthorised disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which you protect your confidential information; and (d) promptly notify us of any unauthorised use or disclosure of any information by you or by your representatives and take reasonable steps to regain possession of the information and prevent further unauthorised dissemination thereof.

18. **LIABILITY**

a. We will provide the Service(s) using reasonable care and skill. However, we do not guarantee that the Service(s) will meet your expectations or requirements. Furthermore, while we try to use all reasonable care in providing access to our Site and the App, we cannot be held responsible for any failure or delay in any software or links or connections with and between any Members and with or between any Third Party Provider/Trade Alert Provider that impact on a transaction relating to a Collectible or for any corruption or loss of data held on your computer or your mobile device(s), or any damage caused to your computer or your mobile device(s) resulting from your use of our Site or the App.

b. NOTWITHSTANDING CLAUSE 18A, THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE

RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

c. Nothing in these Terms shall limit or exclude our liability to you in respect of any personal injury caused by our negligence, any Loss caused by our fraud or fraudulent misrepresentation or any of your legal rights which, if you are a consumer, cannot be limited or excluded.

d. Save as provided in clause 18c above, we have no liability to you for any Losses, costs, damages, liabilities or expenses suffered relating to these Terms or any trading activities undertaken by you using the Service(s), except where caused directly by the willful default or fraud by us or our employees, agents or sub-contractors. For the avoidance of doubt, no Followed Member is or shall be deemed to be an employee, agent or subcontractor of us.

e. We shall not be liable to you for any Indirect Losses which you suffer, except in the case of our willful default or fraud unless we are prohibited from excluding liability by law.

f. Without prejudice to any other limitation of our liability contained elsewhere in these Terms, the maximum amount of our liability in respect of any Loss that you may suffer will be the amount equal to the Fees paid by you to us in the previous 12 months.

g. You will be responsible to us, our officers, directors, employees, agents, successor and/or assignees, for all Losses, claims, proceedings and expenses (including but not limited to legal expenses and experts' fees) arising (whether directly or indirectly) out of or in connection with:

- i. Any failure by you to perform any of your obligations under these Terms;
- ii. Any false information or declaration made to us or to any third-party; or
- iii. Any act or omission or fraud by you or a person authorised by you to access your Account with us or by any person obtaining access to your Account by using your designated account number, username or password or licence key, whether or not you authorised such access.

Accordingly, you agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your: (1) Chats; (2) use of the Site; (3) breach of these Terms ; (4) breach of your warranties set forth in these Terms; (5) violation of the rights of a third party, including but not limited to intellectual property rights; or (6) overt harmful act toward any other Member or user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 19. **TERMINATION.**

a. These Terms may be terminated immediately by us if we believe that:

- i. You are or may be in breach of these Terms or any terms and conditions of a Third-Party Provider;
- ii. It is necessary or desirable to prevent what is considered to be or might be a violation of any laws, applicable regulations, or good standard of market practice;
- iii. Any representations or warranties given by you in these Terms is/are or become untrue;
- iv. It necessary for our own protection;
- v. Any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform any of its obligations under these Terms; and/or
- vi. If you are unable to pay its debts as they fall due, or is bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to you;

- b. Notwithstanding clause 19a above, these Terms may be terminated upon ten (10) calendar days' notice to you in writing.
- c. These Terms may be terminated by you upon giving us ten (10) calendar days' notice in writing.
- d. The service of any termination notice will not affect any obligation or liability that may have already arisen under these Terms.
- e. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you were or may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
- f. The following provisions will continue in full force and effect following termination of these Terms: Key Risks, Conflicts of Interest, Intellectual Property Rights, Notices, Data Protection, Assignment, Severability, Third Party Rights, Confidentiality, Liability and Governing Law.

20. **GOVERNING LAW**

- a. These Terms will be construed in accordance with the laws of England and Wales.
- b. The parties irrevocably agree to be subject to the exclusive jurisdiction of the English Courts located in London to settle any disputes (including non-contractual disputes or claims) which may arise in connection with these Terms, save that we may, at our sole discretion and pursue proceedings in any other jurisdiction and you hereby waive any objection to our so doing on the grounds of venue or forum.
- c. Subject to clause 2, these Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us.
- d. You agree that these Terms will not be construed against us by virtue of having drafted them.
- e. You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms of Use.

21. **HELP AND COMPLAINTS**

- a. If you require any help with any aspect of the Service(s) please contact us via the Site or the App. We will endeavour to provide a response but we do not guarantee to provide a response.
- b. If you have any complaint regarding the Service(s), the Site or the App please contact us on the Site or the App or at [arran@1st2notify.com](mailto:arran@1st2notify.com). However, any complaint in relation to a Collectible should be taken up with the relevant Third-Party Provider and any complaint in relation to Discord should be taken up with Discord direct.
- c. You should notify us as soon as reasonably practicable if you want to raise a complaint or dispute.

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