

I. PRIVACY POLICY

1. Foreword

We respect your privacy and are committed to providing a secure environment to our Users. This privacy policy (“**Policy**”) is intended to provide you with important information about how and why your data may be collected and processed by Pinko (“**we**,” “**us**” or “**Pinko**”). All Personal Data (defined below) will be processed pursuant to applicable law, including the European Union’s General Data Protection Regulation, federal and State law in the United States governing personal data protection, and other applicable data protection laws. This Policy is part of the Terms and Conditions, as it is set forth directly therein. Capitalized terms not directly defined here shall have the meaning given to them in the Terms and Conditions.

2. Data Collected and Purposes

We collect and process a limited amount of Personal Data for specific purposes, such as allowing you to access the Services, making the Services fun and easy to use, improving your experience and preventing fraud. Whenever we collect your Personal Data, and for whatever purposes, we are committed to always collecting the minimum amount of Data that is necessary for the relevant purpose.

This section provides more information regarding what Personal Data we collect, what we process that Personal Data for and the legal basis for each specific processing purpose.

- **Account Information.** Pinko collects and processes Data to allow you to create and access your User account. In order to manage your User account from creation to deletion, you must provide us with some information about yourself (i.e. your first name, last name, username, email address).

- The legal basis of this processing is contractual. We require this data in order to create and maintain your User account, execute the Terms and Conditions, and any other applicable Additional Terms that you agreed to when signing up for your User account.

- **Website and Mobile Application Use.** Pinko collects and processes some Data in order to understand how Users actually interact with the Services and improve User experience. This Data consists of various browsing information derived from Cookies or technical mobile identifiers (see the Cookie Policy), some of which may include Personal Data.
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- **Access to and Use of the Services.** Pinko collects and processes Personal Data in order to allow you to access and use the different parts of the Services, including to facilitate the purchase of a Collectible, and participate in our future Affiliate program.

- **To purchase a Collectible** on the Primary Market, Pinko collects your username, phone number, wallet public key.

- **To allow benefit of the purchase**, Pinko collects and processes your email address, phone number, username and wallet public key.

- The legal basis of this processing is contractual. We require this data in order to execute the Terms and Conditions, and any other applicable Additional Terms, that you agreed to when signing up for your User account.

- **Terms Compliance; Website and Account Security.** Pinko collects certain device and browser information (user agent), browsing data, including IP address (from which information on your country/state of location can be inferred), account information (including your email address and phone number) and transaction details, to ensure the security of the Services and your User account, and to detect, prevent, investigate, and/or trace any attempt to violate our Terms and Conditions or any other Applicable Terms, such as by malicious hacking.

- The legal basis of this processing is Pinko's legitimate interest. Pinko has a legitimate interest in detecting, preventing, and investigating fraud to ensure a fair execution of the collectible purchase.

- **User Requests and Communication.** Pinko collects and processes Personal Data, such as your username, contact details, and the content of your message (to the extent such content is considered Personal Data) when managing and following up on any questions and/or requests you may submit via our contact form or other method.

- The legal basis of this processing is contractual. Support is integral to the Services we provide, so we require this data in order to execute the Terms and Conditions, and any other applicable Additional Terms, that you agreed to when signing up for your User account.

3. Blockchain Technology and Your Data

- **NFT.** Blockchain is at the core of the Services that Pinko provides. This technology in the form of non-fungible-tokens (NFT) creates the verifiable authenticity, scarcity, and interoperability of your Collectibles.

- **Your data.** Your wallet public key and the information related to your purchases, transfers, withdrawals, and exchanges of Collectibles are stored on our servers. No Personal Data of our Users is stored by Pinko on the public Ethereum blockchain. However, please note that if you withdraw your funds or a Collectible from your Wallet (for instance to transfer them to another service or to an external wallet), such transfer will involve the storage of the information related to this transfer on a public blockchain. All transfers to external wallets are subject to the relevant Third-Party Service's privacy policy and/or terms of service, please make sure to review the privacy policies and practices of the third parties involved before you proceed with such transfer. As indicated in our terms and conditions Pinko will not be held liable for any third-party content or service and disclaims all responsibility for any and all services provided to a User by a third-party service provider.

- The legal basis of this processing is contractual. The blockchain is at the core of this specific services. This is what allows Pinko to offer verifiable authenticity, scarcity, and interoperability of your Collectibles.

4. Data Retention

- **Account Information.** Pinko will keep your Personal Data until the closure of your account. However, where required or allowed by applicable law, if Pinko needs to retain certain Personal Data beyond the date of closure of your account, then the maximum applicable retention period will apply, pursuant to the applicable statutory limitation periods. This period will not exceed the period for which the Company must retain the Data.

- **Website Use.** Personal Data processed by or on behalf of Pinko for the purposes of analytics or other study or analysis will not be retained by Pinko after such studies have been completed and the relevant reports, outputs and/or insights have been produced.

- **Access to the Services.** Personal Data processed for the use of the Services will only be kept for fifteen (15) months from the date of the relevant activity.

- **Blockchain Technology.** Personal Data processed and logged on a blockchain in connection with your transactions on Pinko will be stored in an immutable way. Please see "Blockchain technology" section above to better understand what categories of information are logged on the public Ethereum blockchain and what measures have been implemented by Pinko to protect your Personal Data.

■ **Terms Compliance.** Website and Account Security. Personal Data processed for fraud prevention will be kept for three (3) years after the relevant data has been included on an alert list. Personal Data processed for security matters will be kept for five (5) years from the last account login or suspicious activity.

Data will be accessible only by authorized personal from Pinko as a first party.

■ **User Requests and Communication.** For management of your questions and/or requests, Pinko will retain your Personal Data for a maximum of three (5) years after the last time you reached out to us.

5. Processors and Data Transfer

Pinko may use Third-Party Service providers and other third parties ("Processors") to facilitate, maintain, improve, analyze, and secure the Website, App, and Services. Processors may have access to Personal Data for the sole and exclusive purpose of carrying out the processing activity assigned to the relevant Processor by Pinko. Pinko ensures that the service providers have sufficient guarantees for the performance of the processing activity and comply with the applicable laws and regulations.

6. Use by Children

The Website, App, and Services are intended for use by individuals eighteen (18) years old or older.

By accepting Terms & Conditions you are self declaring you're entitled to use this website so you are eighteen (18) years old or older.

7. Your Rights

Most applicable data privacy laws (including the European Union's GDPR, and some American states' laws, including but not limited to the CCPA) have granted individuals rights in connection with their Data and how that Data is processed. The below section is intended to inform you of your rights in connection with your Personal Data. Please note that all requests pursuant to this section will be processed in accordance with the applicable European laws (notably GDPR) disregarding your location or country of residence but our answers may be adapted to comply with local laws requirements.

You have the right to access your Personal Data, correct it, move it, delete it and a right to restrict how your Data is processed. You also the right to specify instructions defining the way Personal Data shall be managed after your death.

Requests

■ To exercise your rights or make an enquiry regarding data privacy at Pinko, you should make a request accompanied by proof of identity by mail addressed to Cris Conf S.p.A. Strada Comunale per Fornio 136, 43036 Fidenza (PR) email NFT@pinko.com

■ Pinko will attempt to answer your request or enquiry as soon as possible, and at the latest within one (1) month of receipt of the request. For complex requests, we reserve the right to extend this period to three (3) months.

8. Cookies

■ When you browse our Website, cookies are placed on your terminal, either directly or after having obtained your consent when required by the regulations on cookies.

■ Cookies are pieces of information placed on the Internet user's terminal equipment by the server of the website visited. They are used by a website to send information to the Internet user's browser and to allow this browser to send information back to the website of origin (for example, a session identifier or the choice of a language).

■ Only the sender of a cookie can read or modify the information contained in it.

■ There are different types of cookies:

■ session cookies that disappear as soon as you leave the Website;

■ permanent cookies that remain on your terminal until their lifetime expires or until you delete them using your browser's functions.

- You are informed that, during your visits to the Website, cookies may be installed on your terminal equipment.
- To learn more about the use of cookies on our Website, please see the cookie policy here: [Pinko Cookie Policy](#).

9. Security

Pinko has implemented and maintains measures to protect the confidentiality, security, and integrity of your User account and Personal Data against unauthorized access and disclosure, modification, alteration, damage, accidental loss or accidental or illicit destruction, as well as against any other form of unauthorized processing or disclosure.

We recommend you observe security best practices, including storing your account information securely and not sharing account information.

10. Jurisdiction and Applicable Law

The Policy is governed and interpreted according to European law. If you are a consumer and resident of any European Union country you will benefit from mandatory provisions of, and legal rights available to you under, the laws of that country. Nothing in this Policy affects your rights as a consumer to rely on these local law mandatory provisions and legal rights.

II. TERMS AND CONDITIONS

Pinko creates NFTs on blockchain technology and featuring professional athletes (“**Collectibles**”). You can buy Collectibles via auction on Pinko, use your sports knowledge to compose your dream team and enter that team in a fantasy sports tournament based on the real-life performance of the athletes you have chosen. You can also post your Collectibles for sale or buy other users’ Collectibles on the Marketplace.

These Terms and Conditions (“**T&Cs**” or “**Terms**”) govern your use of the Pinko website located at [Pinko.com](#) (including any successor URLs) (“**Pinko Website**,” “**Website**”), and/or mobile application(s) available for download (“**Pinko App**,” “**App**”), operated by Pinko and its affiliates (“**Pinko**,” “**we**,” “**us**”). Additionally, the privacy policy (“**Privacy Policy**”) governs how we process any of the data that we receive through your use of the Website, App, and Services.

These Terms and Conditions and any Additional Terms (where applicable) form a legally binding agreement between you and Pinko – please read them carefully. For the purposes of these Terms, any capitalized terms shall have the meaning assigned. The materials provided in the Help Center are purely informative and not legally binding. We invite you to have a look or reach out to our Support Team via the Help Center if you ever have any questions.

endorsement by Pinko of such Third-Party Services. Please consult the relevant Third-Party Service’s terms and conditions and/or privacy policy for more information.

1. Your Wallet

1.1. Your Wallet. Each User account has a corresponding unique and personal wallet to use in connection with the Services (“**Wallet**”). In your Wallet, you may store your Collectibles and the other digital assets designed to work as a medium of exchange on blockchain and accepted as payment throughout the Services (“**Cryptocurrencies**”).

1.1.1. You will be asked to create a password to access your Wallet. Please choose a strong password, use a password manager, store your information securely, do not share your account information with third parties and observe other security best practices. We are not liable for the loss or theft of your password and/or any Cryptocurrency or Collectibles that you store in your Wallet. It is your responsibility to take all measures to secure access to your login and account information, including your password. If you lose your Wallet password or suspect that a third-party has gained unauthorized access to your Wallet, please contact us immediately via the Help Center at [\[Inserire recapito\]](#)

1.1.2. You may use your Wallet in connection with the purchase or sale of Collectibles through the Services. You may also add or remove your own Cryptocurrency and Collectibles to or from your Wallet by linking an external wallet. Information on how to deposit and withdraw Collectibles or Cryptocurrencies to and from the Wallet or an external wallet is provided on the Help Center at metaverse@pinko.com

4. Services

4.1. License Grant. Subject to your compliance with these Terms and any applicable Additional Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable personal license to use the Services.

5. Collectibles

5.1. Collectibles. Collectibles are unique digital assets with a non-fungible token (“NFT”) using Blockchain Technology and issued by Pinko. The NFT ensures the scarcity and authenticity of the Collectible and the transparency of the Services. NFTs on the Pinko platform are minted using the Ethereum protocol.

5.2. Value. Collectibles are sold without an investment purpose and/or for the purpose of gaining additional value, even if the Collectibles are resold via the Marketplace or through a Third-Party Service or marketplace.

5.3. Ownership. When you purchase a Collectible, you become the definitive owner of the underlying NFT (welcome to Web3!), in accordance with these Terms. Except where otherwise explicitly stated to the contrary, you have the right to freely dispose of your Collectible (via sale, loan, donation, transfer, etc. including in the Marketplace or through a Third-Party Service or marketplace).

5.4. License to Third-Party Rights in Collectible Elements. Subject to compliance with these Terms, you are hereby granted, on a non-exclusive basis, a worldwide license to use, display and transfer the Third-Party Collectible Elements associated with the Collectibles incorporated into the NFTs that you legitimately own for the period that you own the relevant NFT(s), for personal and non-commercial purposes only. For the avoidance of doubt, you are only authorized to use, display, and transfer Third-Party Collectible Elements as part of the use, display, and transfer (as applicable) of the Collectible embedding such Third-Party Collectible Elements. Any other use, display or transfer of the Third-Party Collectible Elements is strictly prohibited.

5.5. License Restrictions. You may not, under any circumstances and without Pinko’s prior written consent, carry out or attempt to carry out any of the following to the Collectibles, whether or not owned by you: (i) use the Collectible and any of the Third-Party Collectible Elements for commercial purposes, advertising or promotion of a third-party product or service; (ii) market merchandise, physical or digital, that represents the purchased Collectible; (iii) alter the image associated with the Collectible, and/or alter, edit or modify the Third-Party Collectible Elements in any other way; (iv) attempt to claim any additional intellectual property rights relating to the Collectible or the Third-Party Collectible Elements; (v) violate any applicable Third-Party Right; and/or (vii) use the Third-Party Collectible Elements and/or the Collectible in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech, defamation or otherwise infringe upon the rights of others, including the image right(s) of NFT.

5.6 Transfer and Exchange.

5.6.1. Through the Marketplace. You may sell your Collectibles to other Users or buy other Users’ Collectibles via posting the relevant Collectible on the Pinko marketplace (“Marketplace”). Use of the Marketplace is governed by the Pinko Marketplace Terms.

5.6.2. Through a Third-Party Service. You may withdraw your Collectibles from your User account and transfer to and/or sell the Collectibles through a Third-Party Service or marketplace. In order to transfer your Collectibles to an external wallet or Third-Party Service or marketplace, you will need to pay the gas fees associated with transferring the Collectibles from our Layer 2 solution to the Ethereum Blockchain. Any sales or exchanges on Third-Party Services and/or marketplaces will be subject to the terms and conditions provided by such Third-Party Service or marketplace.

5.6.3. Disclaimer. To the extent allowed by applicable law, Pinko is under no circumstances responsible or liable for any loss or damage that may occur during the transfer, withdrawal, sale, or exchange of Collectibles through the Marketplace or outside the Website.

7. Payment

7.1. When you make a payment in connection with the Services, your payment will be processed by one of our trusted, Third-Party Service payment providers “**Payment Provider.**” For more information regarding your different payment options, please consult the Help Center.

7.2. In order to process your payment, the relevant Payment Provider may ask you for additional information in order to verify your identity or validate the transaction, in compliance with that Payment Provider’s terms of service and privacy policy.

7.3. You acknowledge and agree that due to the nature of Blockchain technology, once a transaction has been processed, the associated transaction data will be irreversibly associated with the relevant Collectible and documented on the Blockchain.

Marketplace Terms

1. Scope

The Marketplace is a bulletin board where you can advertise that a Collectible is for sale or purchase through a post. If you post a collectible for sale, you are a “Seller” and if you buy a Collectible, you are a “Buyer.” These Marketplace Terms, together with the Terms and Conditions, govern your offer(s) to sell or purchase a Collectible on Pinko.

2. Sale and Exchange

2.1 Buying, Selling, and Exchanging. You may post your Collectibles for sale on the Marketplace in accordance with the procedures set out in the Help Center. To offer a Collectible for sale you set the price and post the Collectible to the Marketplace (the “Offer”). The Offer will be open on the Marketplace and the payment is arranged exclusively between the Seller and Buyer.

2.2 Transactions Between Buyers and Sellers. Pinko does not intervene, arrange or more generally participate in the conclusion of the sale between Buyers and Sellers on the Marketplace in any way, nor does it intervene in any way in the choice and/or price of the Collectibles subject to the Offers on the Marketplace. Pinko is not a party nor an agent to the sale or purchase of a Collectible on the Marketplace, and Pinko does not act as an execution intermediary for the bilateral or multilateral matching of the interests of Buyers and Sellers. This means that Pinko will not arrange and/or match potential buying interests of the potential Buyers to Collectibles posted for sale by the Buyers, or otherwise direct Offers to potential Buyers. You are solely responsible for your offers to sell or buy Collectibles; we make no claims regarding any Offer, Seller, price, Buyer, and/or Collectible value. Notwithstanding the foregoing, Pinko can intervene after the transactions have been made, if the post or purchase is not compliant with the T&Cs, Marketplace Terms and/or applicable law or regulation.

2.3 Marketplace Prices and Offers for Sale. Pinko does not control the value, relevance and/or fairness of the prices proposed by a Seller. The Seller is solely responsible for determining the selling price of the relevant Collectible and the Buyer is solely responsible for evaluating the price of any Collectible posted on the Marketplace. Any non-professional User can post an Offer on the Marketplace, in that User’s sole discretion.

2.4. Taxes. As a matter of principle, the Seller is responsible for all taxes, duties, and levies due in respect of the transaction it enters into with a Buyer.