

## 1. Definitions

In these General Terms and Conditions (“Terms”), the following definitions shall apply:

**SPCores Ltd.:** Refers to SPCores Ltd., a company incorporated as a Business Company in Belize, which operates the SPCores web-based platform and its related services.

**Platform:** The entire digital ecosystem provided by SPCores Ltd., including its website, applications, subdomains, admin tools, affiliate dashboards, and smart contract integration modules used to deliver its services.

**User:** Any individual or legal entity that interacts with the Platform, including but not limited to those registering an account, connecting a wallet, referring others, or making purchases.

**Agreement:** The binding contractual relationship established between SPCores Ltd. and the User through acceptance of these Terms, including any additional platform-specific policies or conditions.

**E-Wallet:** A non-custodial, off-chain internal ledger interface on the Platform used to display point-based balances. It comprises:

**Income Wallet:** Reflects commission earnings that can be manually withdrawn in cryptocurrency.

**Purchase Wallet (or Points Wallet):** Stores credited points for use in purchasing platform-integrated services and products. Not withdrawable.

**Points:** Virtual units credited within the Platform for accounting and access purposes. One point equals the equivalent of 1 USD. Points are not currency and cannot be exchanged for cash.

**Commission:** Earnings awarded to Users based on their participation in the SPCores referral structure, calculated from direct and team-based activities and eligible only after membership activation.

**Digital Product:** Any intangible service provided by SPCores or its partners, including but not limited to access rights, analytics tools, training material, token promotion modules, and membership features.

**Digital Content:** Any form of digital media delivered through the Platform such as tutorials, promotional assets, token descriptions, or technical documentation.

**Third-Party Provider:** Any unaffiliated entity whose services, token offerings, or products are presented on or through the SPCores Platform.

**Fees:** Payments in cryptocurrency or other forms, charged for activating memberships, unlocking digital products, processing withdrawals, or accessing premium services, as detailed in Section 6.

**Subscription Period:** The predefined duration for which a User is granted access to specific services following activation or payment.

**Reflection Period:** A period that may apply in some jurisdictions during which a User could withdraw from a contract. SPCores explicitly waives this right in accordance with Section 13.



**Sustainable Data Carrier:** Any format (e.g., email, downloadable file) that enables the User to retain platform-related communication in a form that remains unchanged and is accessible for future reference.

**Intellectual Property:** All copyrights, trademarks, logos, service marks, designs, technologies, software, code, text, visual elements, and proprietary materials owned or licensed by SPCores Ltd.

**Privacy Policy:** The separate policy describing how SPCores collects, uses, and protects User data, integrated into these Terms by reference.

**Account:** A User-specific profile generated upon wallet connection and governed by the Platform's activity tracking, used to monitor commissions, referrals, purchases, and point usage.

**Belize IBC Law:** Refers to the International Business Companies Act of Belize and any other applicable legal framework governing offshore digital business entities like SPCores Ltd.

**Day:** A calendar day unless expressly stated otherwise in the context of a clause.

**Force Majeure Event:** Any event outside the reasonable control of SPCores Ltd. that hinders or prevents the performance of its obligations, including natural disasters, civil unrest, pandemics, regulatory shifts, and technological outages, as further described in Section 10.

## 2. Applicability

2.1 These General Terms and Conditions ("Terms") govern all use of the SPCores

Platform and constitute a legally binding agreement between the User and **SPCores Ltd.**, an International Business Company registered in Belize.

2.2 By accessing, registering, or using any aspect of the Platform—including account creation, e-wallet functionality, participation in the referral and commission program, digital purchases, or engagement with token promotions—the User agrees to be fully bound by these Terms.

2.3 These Terms apply to all services and features of the Platform, including but not limited to:

Connecting a self-custodial cryptocurrency wallet;

Earning and redeeming commissions via the Income Wallet;

Making point-based purchases via the Purchase Wallet;

Using business-building tools, dashboards, and marketing resources;

Interacting with third-party products or token campaigns promoted by SPCores.

2.4 These Terms take precedence over any conflicting or additional terms submitted by the User unless expressly agreed to in writing and signed by an authorized officer of SPCores Ltd.

2.5 The Platform is exclusively available to international users. **Residents and citizens of Belize are strictly prohibited from using the Platform**, and any attempt to access the services from within Belize constitutes a breach of these Terms.



2.6 Use of the Platform is deemed acceptance of the current version of these Terms. Users further acknowledge that:

Connecting a wallet, clicking a registration or confirmation button, or using any SPCores services constitutes formal acceptance;

SPCores Ltd. may amend these Terms from time to time, and the most recent version will be published on the Platform; It is the User's responsibility to review these Terms periodically. Continued use of the Platform after any update constitutes acceptance of the revised Terms.

2.7 If the User does not agree to these Terms or any updated version thereof, they must **immediately discontinue all use of the Platform** and deactivate their account.

### 3. Execution of the Agreement

3.1 By registering on the Platform, connecting a self-custodial cryptocurrency wallet, or using any service provided by SPCores Ltd., the User formally enters into a binding agreement ("Agreement") with SPCores Ltd. and agrees to comply with these Terms in full.

3.2 The Agreement becomes effective immediately upon the User's first access or interaction with any component of the Platform, including:

Connecting a digital wallet;

Activating a membership;

Referring others through the affiliate system;

Making a point-based purchase;

Viewing or promoting any third-party token offerings.

The Agreement shall be considered executed at the earlier of (a) wallet connection or (b) use of any SPCores functionality, even if no registration form is submitted.

3.3 If any services or features provided under the Agreement are subject to additional specific terms (such as product promotions, membership tiers, or third-party token campaigns), those specific terms shall form part of this Agreement upon the User's engagement with the corresponding service.

3.4 SPCores Ltd. reserves the right to decline or revoke any attempted Agreement formation where:

The User is a resident or citizen of Belize;

There is suspicion of fraud, abuse, or manipulation;

Payment has not been received or verified;

The User is found to have breached prior terms or regulatory standards.

3.5 The Agreement shall remain in force for as long as the User continues to access the Platform, unless terminated in accordance with Section 9 (Modifications and Termination) or as otherwise stipulated in these Terms.

3.6 Any engagement with the Platform without full acceptance of these Terms shall



be deemed unauthorized and constitutes a violation of this Agreement.

## 4. Products and Services

4.1 SPCores Ltd. offers a suite of Digital Products through its web-based Platform, including but not limited to:

Access to a point-based internal E-Wallet system (Income Wallet and Purchase Wallet);

A multi-level referral-based marketing system with commission eligibility;

A digital marketplace for products and partner services;

Token visibility and promotion modules for Third-Party Providers;

Affiliate dashboards, analytics features, and business-building tools.

4.2 Users may also engage with Digital Content such as tutorials, token information, promotional kits, campaign documentation, and platform updates. Such content is provided to support participation and education but does not form part of any paid offering unless specified.

4.3 Certain Digital Products may be available for a defined Subscription Period. The duration, renewal conditions, and expiration of access rights are outlined at the time of purchase.

4.4 SPCores does not custody or control cryptocurrency transactions. All payments for Digital Products and services are completed through third-party smart contracts or direct blockchain transactions.

SPCores will reflect the corresponding Point balance upon confirmation of payment.

4.5 Third-Party Providers are solely responsible for the services, products, or token offerings listed on the Platform. SPCores acts solely as a promotional and marketing facilitator and does not warrant or guarantee the accuracy, availability, or outcome of such third-party services.

4.6 SPCores reserves the right to modify, suspend, or discontinue any Digital Product, Digital Content, or service at its discretion. Changes will not impact services already fulfilled during an active Subscription Period.

4.7 All Digital Products and services are provided "as-is" without any warranty of fitness for a particular purpose. Use of the Platform implies acknowledgment and acceptance of the service characteristics defined herein.

## 5. Accounts and Wallets

5.1 To access most services on the SPCores Platform, the User must register by connecting a self-custodial cryptocurrency wallet (e.g., MetaMask, Trust Wallet). SPCores does not store private keys or have access to any User wallets.

5.2 Wallet connection serves as the User's digital identity and access key to their account. All account activity is bound to the connected wallet address.

5.3 Users are solely responsible for maintaining the security of their wallet credentials, including seed phrases and private keys. SPCores shall not be held liable for any loss or compromise resulting



from User negligence or unauthorized access.

5.4 SPCores reserves the right to deny, suspend, or terminate wallet access to the Platform if:

Suspicious activity is detected;

The User violates any part of these Terms;

Required payments or activations are not confirmed.

5.5 SPCores uses the connected wallet address to track commissions, point balances, referrals, and account eligibility. Users are responsible for ensuring they maintain continuous access to the same wallet address to preserve their account status.

5.6 If the User loses access to their connected wallet, SPCores will not be able to recover access or transfer account data to a new wallet. It is the User's responsibility to manage their wallet backups securely.

## **6. Payment and Fees**

### **6.1 General Payment Terms**

All Fees associated with accessing or activating Digital Products on the SPCores Platform must be paid in cryptocurrency unless otherwise specified. SPCores does not accept fiat payments and does not act as a financial intermediary. Payments are considered valid only upon confirmation on the blockchain network and are subject to gas fees and processing delays depending on network congestion.

### **6.2 Transaction Processing and Point Crediting**

All payments are made directly to Third-Party Providers or smart contract

addresses through QR code, wallet-to-wallet transfer, or other blockchain-integrated payment flows. Upon verified on-chain confirmation, SPCores will update the User's Purchase Wallet to reflect the equivalent Point value (1 point = 1 USD equivalent) for use within the Platform.

### **6.3 Types of Fees**

Users may be charged the following Fees:

Activation Fees for enabling access to the referral system and commission program;

Subscription Fees linked to specific Digital Products, tools, or access tiers;

One-time purchase Fees for non-recurring products or services;

Upgrade or Downgrade Fees applicable when transitioning between tiers;

Withdrawal Processing Fees for requests made from the Income Wallet;

Premium feature unlocks, advertising tools, and affiliate booster packs.

### **6.4 Trial Access and Conditional Pricing**

SPCores may offer trial access to certain products at a reduced Fee or for free. If a User does not cancel their trial at least 24 hours before expiration, standard Subscription Fees will apply. Trials may be limited to a single use per User and cannot be reactivated once cancelled.

### **6.5 Subscription Periods and Recurring Billing**

Where applicable, subscription-based Digital Products will renew automatically unless cancelled by the User. The Subscription Period and applicable Fee will be disclosed at the point of purchase. Users can cancel subscriptions via the Platform at

any time, effective at the end of the current period.

#### **6.6 Tax Responsibility**

All Fees are exclusive of local taxes, including but not limited to VAT, GST, or crypto transaction taxes. Users are solely responsible for complying with tax laws in their jurisdiction, including reporting and payment obligations.

#### **6.7 Payment Failures and Suspension of Services**

In the event of insufficient payment, incorrect wallet use, or blockchain confirmation failure, SPCores may suspend access to purchased services or Digital Products. Users remain liable for the unpaid amount. Reactivation will only occur upon confirmed payment of the outstanding balance.

#### **6.8 Irreversibility of Payments**

Due to the immutable nature of blockchain transactions, all payments are final. SPCores does not support chargebacks or transaction reversals. See Section 13 for details on Refund Policy and Reflection Period waivers.

#### **6.9 Fee Adjustments and Policy Updates**

SPCores reserves the right to modify its pricing, Fee structures, and Subscription Period terms at its sole discretion. Fee changes will not affect services that have already been activated or paid for in advance.

#### **6.10 Collection and Recovery**

If a User fails to pay any due amount, SPCores may initiate reasonable collection actions. The User agrees to reimburse SPCores for any costs incurred in this process, including legal fees, blockchain gas fees, or third-party collection costs.

#### **6.11 Prohibition of Set-Off**

Users are not permitted to withhold, offset, or deduct any payments owed to SPCores against any potential claims or balances allegedly owed to them by SPCores.

#### **6.12 User Responsibility for Accuracy**

Users must ensure the accuracy of their wallet address, blockchain network, payment method, and transaction details before completing any payment. Errors made by the User (e.g., sending funds to the wrong address) are their sole responsibility.

#### **6.13 Dispute Resolution for Transactions**

Disputes relating to payments must be submitted to SPCores in writing within 7 Days of the transaction in question. Delayed reporting may impair SPCores' ability to assist or investigate the issue effectively.

#### **6.14 Acknowledgment of Payment Risk**

By making any payment, Users acknowledge that cryptocurrency transactions involve inherent risk, including delays, volatility in token values, and fees subject to change. Users accept full responsibility for their participation in these payment processes.

### **Discounts**

6.15.1 From time to time, SPCores may offer promotional discounts, referral bonuses, or limited-time incentives (collectively referred to as "Discounts"). These Discounts are valid only during the promotional period stated and are subject to the terms and eligibility conditions defined in the specific campaign or offer.

6.15.2 Discounts cannot, under any circumstance, be converted into cash or cryptocurrency, and are non-transferable.



They may only be applied toward eligible purchases within the Platform and have no exchange or refund value.

6.15.3 Unless explicitly stated otherwise, multiple Discounts cannot be combined or applied cumulatively to a single transaction. Only one Discount or promotional offer may be used per purchase.

6.15.4 SPCores reserves the right to withdraw, amend, or cancel any Discount offer at any time, including where misuse, abuse, or error is suspected, without liability or obligation to Users.

6.15.5 All Discounts are applied exclusive of any applicable VAT or transaction fees, and they affect only the net amount of the User's point-based purchase.

#### **Pricing Modifications**

SPCores reserves the right to adjust Fees, pricing structures, or Subscription Period terms at any time.

- Price changes will not apply retroactively to Digital Products already purchased or activated.
- In cases of recurring subscriptions, Users will be notified of any upcoming price increase no less than 7 Days in advance.
- Continued use of the Platform or failure to cancel the subscription after the notice period will constitute acceptance of the new pricing.
- SPCores is not obligated to justify price changes due to currency fluctuations, crypto market volatility,

or operational scaling, but will act in good faith to maintain transparency.

## **7. Disclaimers**

7.1 SPCores Ltd. does not offer financial, investment, or custodial services. All services on the Platform are provided strictly for informational, promotional, and operational purposes related to referral marketing and digital access.

7.2 Digital Products and Digital Content made available through the Platform are offered "as-is" and without warranties of any kind. SPCores disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.3 Participation in any referral structure, token promotion, or use of analytics dashboards does not constitute a financial product or security. Users are responsible for their own evaluations before engaging with any Third-Party Provider.

7.4 SPCores makes no guarantees regarding earnings, team growth, or the success of token-related marketing efforts. Past results shared by other Users or representatives are not indicative of future performance.

7.5 The User agrees not to hold SPCores liable for any third-party claims, platform interruptions, smart contract behavior, or content accuracy related to Digital Content, referrals, or token listings.

7.6 Users explicitly waive their right to a Reflection Period in jurisdictions where digital access services are excluded from refund obligations once access has begun. This waiver applies in accordance with Section 13.

7.7 Use of the Platform implies full understanding and acceptance of these disclaimers and SPCores' legal limitations as outlined in these Terms.

## 8. Commissions and Withdrawals

8.1 SPCores operates a referral-based commission system where Users earn rewards based on direct referrals, team performance, and rank qualifications. Commission eligibility is conditional upon activating a membership via approved cryptocurrency payment.

8.2 Commissions are credited to the User's Income Wallet based on their referral structure and activity. Calculations are based on point volume and platform-defined bonus criteria.

8.3 SPCores may revise the commission structure or rank requirements at any time with prior notice through the Platform. Such changes will not retroactively affect already-earned commissions.

8.4 Users may request manual withdrawal of available Income Wallet balances in supported cryptocurrencies by submitting a withdrawal request through the Platform interface. Requests are subject to:

Internal fraud screening;

KYC or identity verification (if required by law);

Administrative processing times;

Applicable transaction fees, as listed on the Platform.

8.5 Withdrawals are irreversible once processed. SPCores is not liable for failed or misdirected withdrawals due to incorrect wallet addresses provided by the User.

8.6 Users are solely responsible for any tax obligations related to their commission earnings. SPCores does not withhold or report taxes on behalf of Users.

8.7 SPCores reserves the right to delay or reject commission payouts if:

Fraudulent activity or referral manipulation is suspected;

The User fails to meet minimum withdrawal thresholds;

The User's account is under investigation or suspended.

8.8 SPCores may publish additional program rules or compensation plan details, which shall be considered binding appendices to these Terms.

## 14. Sole and Exclusive Remedy

14.1 To the fullest extent permitted by applicable law, the User agrees that their sole and exclusive remedy for any dissatisfaction with the SPCores Platform, its Digital Products, Digital Content, referral system, or any other service is to discontinue use of the Platform.

14.2 SPCores shall not be liable for any refunds, damages, replacements, or additional remedies not expressly provided in these Terms and Conditions, including Sections 10 (Limitation of Liability) and 13 (Refund Policy and Waiver).

14.3 This clause applies regardless of the nature of the claim, including but not limited





to breach of contract, misrepresentation, negligence, or any other tort or statutory cause of action.

14.4 The User acknowledges that this limitation is an essential part of the Agreement between the parties and that SPCores would not be able to provide access to the Platform without these limitations in place.

## **9. Cancellation of Products**

### **9.1 User-Initiated Cancellation**

Users may cancel access to Digital Products, subscriptions, or paid memberships at any time through the Platform interface or by submitting a written request to SPCores support.

### **9.2 Effect of Cancellation**

Unless otherwise specified:

Cancellation is effective at the end of the current Subscription Period (if applicable).

No refunds will be issued for unused access or mid-period cancellations (see Section 13).

Any earned Points or commission balances will remain in the User's account unless the account is terminated.

### **9.3 SPCores' Right to Cancel**

SPCores may cancel or revoke access to any Digital Product or Platform feature at its sole discretion if:

The User violates these Terms or engages in prohibited activities;

Payment obligations are unmet;

The offering is discontinued or replaced by a new version.

### **9.4 Notice of Cancellation**

Where feasible, SPCores will provide advance notice of any planned discontinuation or termination of products or services. However, in the event of breach or abuse, cancellation may be immediate and without notice.

### **9.5 No Guarantee of Reinstatement**

If a User's access is cancelled, SPCores has no obligation to reinstate prior balances, referral data, or access rights unless explicitly agreed in writing.

## **10. Modifications and Termination**

9.1 SPCores reserves the right to update, revise, or modify these Terms at any time in its sole discretion. Any such changes will become effective upon being posted on the Platform or otherwise communicated to the User.

9.2 Continued use of the Platform after any modification to these Terms constitutes the User's acceptance of the revised Terms. If the User does not agree with the modifications, they must discontinue use of the Platform and may request account termination.

9.3 SPCores may suspend or terminate a User's access to the Platform or any of its services immediately, with or without notice, under the following conditions:

Violation of any provision of these Terms;

Detection of fraudulent, abusive, or unlawful activity;



Failure to complete payment or maintain wallet connectivity;

Legal or regulatory necessity.

9.4 Upon termination, all access to the Platform, including accumulated points, referrals, and commissions not yet withdrawn, may be revoked. SPCores reserves the right to withhold or cancel pending commissions if termination was due to fraud or abuse.

9.5 The User may terminate their account at any time by disconnecting their wallet and ceasing use of the Platform. Such termination will not affect SPCores' rights to enforce any breaches or obligations accrued before the termination date.

9.6 Provisions that by their nature should survive termination (e.g., Disclaimers, Indemnity, Limitation of Liability, Governing Law) shall remain in full effect after account closure.

## 10. Limitation of Liability

10.1 To the maximum extent permitted by applicable law, SPCores Ltd. shall not be liable for any indirect, incidental, consequential, punitive, or special damages arising out of or in connection with the use or inability to use the Platform, even if SPCores has been advised of the possibility of such damages.

10.2 SPCores shall not be liable for any loss resulting from:

User errors such as incorrect wallet addresses or network selections;

Technical failures, including those related to blockchain confirmations or third-party service outages;

Loss of access due to private key mismanagement or device loss;

Reliance on dashboard data, promotional materials, or referral projections;

Misinterpretation or misuse of third-party token promotions or services.

10.3 SPCores' total cumulative liability to any User for any claim arising from or related to the Platform shall be limited to the lesser of:

The total amount of fees paid by the User in the preceding three (3) months; or

One hundred U.S. dollars (USD \$100).

10.4 Nothing in these Terms shall limit or exclude liability for death or personal injury resulting from proven gross negligence or intentional misconduct where such exclusion is not permitted under applicable law.

10.5 Users acknowledge that blockchain-based systems are inherently unpredictable and irreversible. SPCores cannot undo blockchain transactions, control smart contract outcomes, or recover lost digital assets.

10.6 This limitation of liability is a fundamental element of the basis of the bargain between the User and SPCores. The Platform would not be provided without such limitations.

## **11. Governing Law and Dispute Resolution**

11.1 These Terms and any dispute arising out of or related to them shall be governed by and construed in accordance with the laws of Belize, without regard to conflict of law provisions.

11.2 Any dispute, controversy, or claim arising out of or relating to these Terms, the Platform, or any services provided by SPCores shall be resolved through binding arbitration under Belizean law. The arbitration shall be conducted by a single arbitrator agreed upon by both parties, or if no agreement is reached, appointed by a competent court in Belize.

11.3 The arbitration shall take place in Belize, and the language of the proceedings shall be English. Each party shall bear its own legal costs unless the arbitrator decides otherwise in a final ruling.

11.4 Before initiating arbitration, both parties agree to attempt to resolve disputes informally by providing written notice of the issue and engaging in good faith discussions for a period of thirty (30) days.

11.5 Users agree to waive any right to participate in class action lawsuits or class-wide arbitration. All claims must be brought in an individual capacity.

11.6 Notwithstanding the dispute resolution mechanisms specified above, SPCores retains the right to initiate legal proceedings in any court of competent jurisdiction to enforce its legal rights, protect its intellectual property, or seek equitable relief.

## **12. Privacy and Data Security**

### **12.1 Data Commitment**

SPCores is committed to protecting the privacy and security of its Users. All data collected through the Platform is processed in accordance with applicable data protection laws and the SPCores Privacy Policy, which is incorporated by reference into these Terms.

### **12.2 Minimal Data Collection**

SPCores operates on a decentralized, self-custodial framework and does not require personally identifiable information for general use. User identification is tied primarily to blockchain wallet addresses. Any personal data submitted voluntarily (e.g., via support or KYC requests) will be processed securely and only when necessary.

### **12.3 Data Usage**

The Platform may collect and use certain information, including wallet addresses, referral activity, and point balances, for the following purposes:

Commission and rank tracking

Service verification

Platform analytics

Abuse and fraud prevention

### **12.4 Security Standards**

SPCores implements industry-standard encryption, access controls, and monitoring to safeguard stored data and system access. While the Platform is designed to minimize central data handling, reasonable

technical and organizational measures are applied to protect all accessible information.

### **12.5 Third-Party Data Handling**

Where SPCores integrates third-party service providers (e.g., email tools, smart contract platforms), only essential data is shared, subject to contractual confidentiality. SPCores does not sell or lease any User data.

### **12.6 User Consent and Cookies**

By using the Platform, Users consent to the use of session cookies and local storage necessary for functionality and security. Additional privacy details are available in the standalone Privacy Policy.

### **12.7 Breach Notification**

In the event of a data breach involving User information, SPCores will notify affected Users in accordance with applicable laws and will take prompt measures to mitigate risk and restore system integrity.

### **12.8 Acknowledgment**

Use of the Platform constitutes the User's acknowledgment of this privacy policy and acceptance of the associated data handling practices.

## **13. Refund Policy and Waiver of Reflection Period**

### **13.1 Finality of Blockchain Payments**

Due to the irreversible nature of blockchain transactions and immediate access to Digital Products, all payments made through the SPCores Platform are final. Once confirmed on-chain, no refunds, chargebacks, or reversals are permitted.

### **13.2 Waiver of Reflection Period**

In jurisdictions that recognize a statutory "cooling-off" or Reflection Period for digital purchases, Users expressly waive this right upon initiating a transaction. By accessing the Platform, Users agree that:

Delivery of Digital Products begins immediately upon blockchain confirmation.

SPCores does not deliver services via a Sustainable Data Carrier, thus exemption rules apply.

Any right of withdrawal is voided once digital access is initiated.

### **13.3 No Refund Circumstances**

Users are not eligible for refunds in the following cases:

Change of mind after payment confirmation;

Failure to use purchased services;

Misunderstanding of referral system outcomes or rank structures;

Third-party project underperformance or dissatisfaction with token promotions.

### **13.4 Refund Exceptions**

Refunds will only be considered if:

Mandated by Belizean law or applicable international statutes;

A formal written agreement with SPCores Ltd. stipulates specific refund terms;

Technical failure on the Platform (not attributable to blockchain limitations) prevented access to the purchased Digital Product.

### **13.5 User Acknowledgment**

By proceeding with any purchase, the User confirms understanding of the finality of the transaction and their waiver of statutory withdrawal rights. This clause is essential for SPCores' ability to deliver real-time, on-chain, non-custodial services.

## **14. Intellectual Property**

### **14.1 Ownership**

All Intellectual Property associated with the SPCores Platform is the exclusive property of SPCores Ltd. or its licensors. This includes, but is not limited to:

Software code, architecture, and smart contract integrations;

Website layout, visual design, user interface (UI), and branding;

Text, tutorials, token campaign presentations, promotional content, and data analytics;

Trademarks, logos, domain names, and service marks.

### **14.2 License to Users**

SPCores grants Users a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform for its intended purposes. This license is conditional upon the User's continued compliance with these Terms.

### **14.3 Restrictions**

Users may not, without prior written consent from SPCores Ltd.:

Copy, reproduce, modify, distribute, sublicense, or publicly display Platform content;

Decompile, reverse engineer, or attempt to extract the source code or any software component;

Use any trademarks, service marks, or logos without authorization;

Remove or alter any copyright notices or proprietary markings.

### **14.4 Third-Party Content**

Some features or materials may be offered through integration with Third-Party Providers. Intellectual property rights to such content remain with the respective providers, and use is subject to their terms.

### **14.5 User Contributions**

Unless otherwise agreed, any content submitted by Users (e.g., testimonials, feedback, community engagement posts) may be used by SPCores for promotional or operational purposes, without compensation. However, ownership of such content remains with the User.

### **14.6 No Transfer of Rights**

Nothing in these Terms shall be construed as transferring or assigning any intellectual property rights to the User, except for the limited license explicitly granted above.

## **15. Representations and Warranties**

15.1 By accessing and using the SPCores Platform, the User represents and warrants that they have full legal capacity and authority to enter into and comply with these Terms and Conditions.

15.2 The User affirms that they are solely responsible for ensuring that their use of the Platform complies with any local, national, or international laws, regulations, or

policies, including any requirements to obtain government or third-party approvals, permits, or licenses.

15.3 The User agrees to comply with any third-party terms associated with Digital Products, smart contracts, or services facilitated through the Platform. Any breach of such third-party terms shall be deemed a breach of these Terms.

15.4 The User warrants that their cryptocurrency wallet, account, and all Platform activity will be secured using reasonable measures. In particular, the User agrees:

- Not to disclose their private keys or seed phrases to any third party;
- To assume full liability for any unauthorized access resulting from negligence or sharing of wallet credentials;
- To safeguard access to any digital products or earnings tied to their account.

15.5 The User shall not transfer, sell, sublicense, or share their account access, dashboards, or any Platform-related assets or documentation without prior written consent from SPCores.

15.6 The User warrants that all information provided to SPCores is accurate and current. Any false, misleading, or fraudulent representations may result in immediate termination of access without refund.

15.7 SPCores reserves the right to suspend or cancel a User's access if the User is found to be in violation of these

representations and warranties. This enforcement shall be without prejudice to any other remedies available to SPCores at law or in equity.

## **16. Indemnity**

16.1 To the fullest extent permitted by law, the User agrees to indemnify, defend, and hold harmless SPCores Ltd., its officers, directors, employees, agents, affiliates, partners, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including legal fees and expenses) arising out of or related to:

(a) The User's breach of these Terms and Conditions; (b) The User's use or misuse of the Platform, Digital Products, or any services provided through SPCores; (c) Any content or data submitted or transmitted by the User through the Platform; (d) The User's violation of any law, regulation, or third-party rights, including intellectual property or privacy rights; (e) Any fraud, intentional misconduct, or gross negligence by the User; (f) Any dispute between the User and a Third-Party Provider promoted through the SPCores Platform.

16.2 SPCores reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User. In such cases, the User agrees to cooperate fully with SPCores in asserting any available defenses.

16.3 This indemnity obligation will survive termination of the User's account and the conclusion of their use of the Platform.



## **17. Additional Provisions**

### **17.1 Statutory Rights**

Nothing in these Terms and Conditions shall limit or affect any statutory rights or remedies that Users may have under applicable consumer protection laws. In the event of a conflict between these Terms and any such applicable laws, the statutory rights shall prevail.

### **17.2 Entire Agreement**

Unless otherwise agreed in writing, these Terms and Conditions represent the entire agreement between SPCores Ltd. and the User. No oral or written statements, representations, warranties, or agreements outside of this document shall be binding.

### **17.3 Modification by Agreement**

Any derogation, amendment, or waiver of these Terms must be made in writing and signed by an authorized representative of SPCores Ltd. No verbal modifications shall be enforceable.

### **17.4 Proof of Communication**

Electronic communications, including records of wallet interactions, transactions, and messages, may be used as legally admissible proof of contract formation, transaction history, and user intention unless otherwise proven by the User.

### **17.5 Assignment and Transfer**

SPCores may assign, transfer, or subcontract any or all of its rights and obligations under this Agreement without the User's consent. Users may not assign or transfer their rights or obligations under these Terms without prior written consent from SPCores Ltd.

### **17.6 Severability**

If any provision of these Terms is deemed

invalid, illegal, or unenforceable under any applicable law, such provision shall be severed, and the remainder of the Terms shall remain in full force and effect.

SPCores will draft a replacement clause that reflects the purpose of the severed provision as closely as possible.

### **17.7 No Waiver**

Failure by SPCores to enforce any part of these Terms shall not be construed as a waiver of its rights to enforce such terms at a later time.

### **17.8 Authority to Bind**

Any person accepting these Terms on behalf of a User, whether as a director, manager, or representative, personally warrants that they have the authority to do so and to bind the User accordingly.

## **18. Force Majeure**

18.1 SPCores Ltd. shall not be liable or deemed in breach of these Terms for any failure or delay in performance due to events beyond its reasonable control (each a "Force Majeure Event").

18.2 A Force Majeure Event includes but is not limited to:

- Acts of God (e.g., floods, earthquakes, storms);
- Natural disasters, pandemics, or widespread health emergencies;
- War, armed conflict, acts of terrorism, civil unrest;
- Governmental actions, regulatory restrictions, or changes in law;



- Failures in telecommunications, power outages, or internet infrastructure;
- Disruptions or failures in blockchain networks, including smart contract execution failures;
- Strikes, labor disputes, or material shortages.
- The User's wallet address;
- A clear description of the issue;
- Supporting evidence (e.g., transaction ID, screenshots, timestamps);
- Preferred method of follow-up communication.

18.3 During a Force Majeure Event, SPCores' obligations will be suspended to the extent affected. SPCores will make reasonable efforts to resume performance as soon as feasible.

18.4 If the Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected service relationship without liability by written notice.

18.5 Nothing in this section shall excuse the User from payment obligations that arose prior to the Force Majeure Event or from reasonable mitigation of damages.

18.6 SPCores shall notify Users of a Force Majeure Event through the Platform or by electronic communication, where reasonably possible.

## **19. Complaint Procedures**

19.1 Users may submit complaints related to Platform services, Digital Products, commission tracking, or any Third-Party Provider promoted through SPCores.

19.2 All complaints must be submitted in writing via the official support channel provided on the SPCores Platform or by emailing [support@spcores.com](mailto:support@spcores.com). Complaints must include:

19.3 SPCores will acknowledge receipt of the complaint within five (5) business days and aim to provide a formal response within fifteen (15) business days. If additional time is required, SPCores will notify the User accordingly.

19.4 Users agree to cooperate during any internal review or resolution process, including providing additional documentation when requested.

19.5 If a resolution is not satisfactory to the User, they may escalate the dispute in accordance with the provisions set forth in Section 11 (Governing Law and Dispute Resolution).

19.6 Submitting a complaint does not suspend any payment obligations or waive the enforcement of these Terms unless explicitly stated by SPCores in writing.

## **20. General Provisions**

### **20.1 Entire Agreement**

These Terms and Conditions, along with any documents incorporated by reference (including the Privacy Policy and any platform notices), constitute the entire agreement between the User and SPCores



Ltd. They supersede all prior agreements, understandings, or representations, whether written or oral.

#### **20.2 No Waiver**

The failure of SPCores to enforce any provision of these Terms shall not be construed as a waiver of its rights to enforce that or any other provision at a later time.

#### **20.3 Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Terms shall remain in full force and effect. Any unenforceable clause shall be replaced with one that achieves, as closely as possible, the original intent.

#### **20.4 Assignment**

SPCores may assign or transfer its rights and obligations under these Terms to any third party without prior consent. Users may not assign or transfer any rights or obligations without SPCores' written permission.

#### **20.5 Authority to Bind**

If a representative accepts these Terms on behalf of a legal entity (such as a company or organization), they confirm they have legal authority to do so and bind the entity accordingly.

#### **20.6 Electronic Communication and Notices**

Notices and communications between SPCores and Users may be conducted electronically. These communications shall have the same legal effect as written and signed documents unless otherwise required by law.

#### **20.7 Amendments to the Agreement**

SPCores may, at its sole discretion, update

or modify these Terms at any time. It is the User's responsibility to review them periodically. Continued use of the Platform following such modifications constitutes acceptance. If the User disagrees, their sole remedy is to discontinue use of the Platform. SPCores will make reasonable efforts to ensure that material updates are communicated through the Platform or other suitable digital means.

Date:10/06/2025