

# General Terms of Use

## 1 Terms of Use

These Terms of Use (hereafter referred to as the **'ToU'**) constitute and govern the relationship between **'Provider'** (defined below) and all parties who access the Website and/or App (defined hereunder) and make use of its features and contents in any manner (hereafter referred to as **'Visitors'**).

Collectively the Provider and the Visitors shall be referred to as the **'Parties'**.

## 2 General

The use of any or all of the features and services offered by the Provider on Flashscore.co.ke website and its mobile applications (hereafter referred to as the **'App'**) and the information, materials and links contained therein, is subject to the ToU as set out below. Unless otherwise agreed by the Provider in writing, the ToU constitute the entire relationship between the Provider and the Visitor in its use of the App including any or all of its functions on offer by the App.

The Visitor has the duty to read carefully and understand the ToU before using the App. A Visitor who has viewed the App is considered to have read, understood and agreed to be bound by the ToU, without the need for any further act.

The Provider hereby reserves the right to suspend, add, end, amend and/or supplement these ToU from time to time as it may deem appropriate.

The Provider recommends that the Visitor reads carefully the contents of these pages regularly. By using the App the Visitor agrees to be bound by the ToU, as well as by the latest modifications to them, regardless of whether in fact the Visitor is aware of such modifications.

The Provider is under no obligation to verify that all Visitors use the App according to the last updated ToU. The effective version of ToU is that which is posted on the App.

The App may only be used for lawful purposes. Use of the App for transmission, distribution, publication or storage of any material on or via the App which is in violation of any applicable law or regulation or any third party's rights is strictly prohibited. This includes (without limitation) the use of the App or the transmission, distribution, publication or storage of any material on or via the App in a matter or for a purpose which infringes copyright, trademark, trade secret or other intellectual property rights, is obscene or harmful to minors or constitutes an illegal act or harassment, is libellous or defamatory, violates any privacy or data protection laws, is fraudulent or breaches any exchange control or gambling law.

In the event of misuse and/or the abuse of the App, the Provider reserves the right to close or block the Visitor from the App and close any account registered in the Visitor's name. The Provider retains the right to bring a lawsuit against the Visitor and at its sole discretion.

## 3 Services

The App provides an interactive web and mobile application/features containing live sports information in sporting events, sports scores in real time, final results, fixtures, line ups and sports statistics. The results, and other statistics information contained on the App, reflect information provided by other independent sources (from third parties) or by in-house effort or by various other official Apps. While every effort is made by the Provider to update the content and match results or other information displayed on the App regularly, we advise to double check information gathered on App also from other sources. The Provider is not responsible for the Visitor's use of the results and other information contained on the App.

## 4 Third party Websites and Apps

The Visitor acknowledges that any contact whatsoever made with third parties after viewing the App, whether intended or unintended, and any outcome which ensues, is absolutely independent of the Provider and the Provider is not in any way responsible for any agreement or expectation and other consequence which ensues as a direct or indirect cause of this contact.

Any claim or dispute which may arise between the Visitor and such a third party shall in no way involve the Provider.

Third parties, including any third parties advertising on the App do not have access to the Visitors' Personal Data and any other data that the Visitor may have given to the Provider.

## 5 A/V Content

The Provider is not responsible for the content of external Apps which may be viewed from the App. All video content found on the App is not hosted on the Provider's servers nor is it created or uploaded to the host server by the Provider.

## 6 Inactive Accounts

If a Visitor has set up an account on the App but fails to access it for 60 days, the Provider reserves the right to close the account with immediate effect and without prior notice.

## 7 Intellectual Property

Without prior authorisation in writing from the Provider, Visitors are not authorised to copy, modify, tamper with, distribute, transmit, display, reproduce, transfer, upload, download or otherwise use or alter any of the content of the App.

Flashscore is a trademark of the Livesport s.r.o.. Use of the trademark and related marks is prohibited and all rights are reserved.

Any breach of this clause may be tantamount to a violation of applicable intellectual property rights within the European Union and other applicable laws. The Provider and any other party authorised on its behalf reserves the right to seek damages to the fullest extent permitted by law against any party committing directly or indirectly this breach.

## **8 Type of Relationship**

These ToU are not intended to create any partnership, agency or joint venture between the Provider and the Visitor.

## **9 Breach of ToU**

If the Visitor fails to adhere to any clause in the ToU or if the Provider reasonably suspects that a Visitor whether directly or indirectly fails to comply with any clause in the ToU, the Provider reserves the right and all remedies at its disposition, and at its sole discretion, to close or block the Visitor from the App and close any account registered in the Visitor's name and related to it and retains the right to bring a lawsuit against the Visitor at its sole discretion.

## **10 Legal Compliance**

Visitors are advised to comply with applicable legislation in the jurisdiction in which they are domiciled and/or resident and/or present. The Provider does not accept responsibility for any action taken by any authority against any Visitor in connection with their use of the App.

## **11 Law & Forum and/or community**

These ToU shall be governed by and construed in accordance with the laws of the country of Malta without giving effect to conflicts of law principles. The Parties submit to the exclusive jurisdiction of the court of the country of Malta for the settlement of any disputes arising out of or concerning these ToU. These ToU will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## **12 Headings**

Headings are intended for clarity and to facilitate reading of these ToU. They are not intended as a means of interpretation for the content of the paragraph that follows each heading. Headings are not intended to bind the Provider in any manner whatsoever.

## **13 Waiver**

Any waiver by the Provider of any breach by any Visitor of any provision of these ToU shall not be considered as a waiver of any subsequent breach of the same or any other provision of these ToU.

## **14 Disclaimer**

### **14.1 Warranties and Representations**

It is hereby being specified that the Provider makes no representation, pledge or warranty (either explicit or implicit) that the content of the App is accurate and/or suitable for any particular purpose other than those warranties which cannot be expressly excluded under the governing law of these ToU.

Use of the App is entirely at the Visitor's risk. The App is not a gaming or gambling App. The Provider of the App does not provide gaming or gambling services; therefore it does not hold or control player funds and it is not involved in any gaming transactions. Betting odds which are displayed on the App are part of information and functions of the App.

The Provider does not guarantee that:- any of the functions provided by the App are authorised, that the operation will fully satisfy the Visitor, that it is entirely secure and exempt from error, that it is updated regularly, that any software defect is regularly corrected, that it is uninterrupted, that the App are virus or bug free, that they are continually operational, that they are adequate, that the information and functions available thereon is reliable, or that all other information obtained and functions used on the App are adequate and reliable. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

The App may contain links and references to third party websites/apps/adverts/content. Those other websites/apps/adverts/content will be subject to separate terms and conditions, normally contained in those websites/apps/adverts/content. These are provided for the convenience and interest of the Visitor and does not imply responsibility for, nor approval of, information contained in these websites/apps/adverts/content by the Provider. The Provider gives no warranty, either expressed or implied, as to the accuracy, availability of content or information, text or graphics which are not under its domain. The Provider has not tested any software located on other websites/apps and does not make any representation as to the quality, safety, reliability or suitability of such software.

### **14.2 Loss or Damage**

The Provider is not responsible for any loss or damage, direct or indirect, that the Visitor or a third party might have suffered as a result of using the App, including but not limited to damages caused by a commercial loss, a loss of benefits, a loss on anticipated earnings, winnings or other profit, interruption of business, loss of commercial information, or any other pecuniary and or consecutive loss.

The Provider is not responsible for winnings made or losses suffered on third party websites/apps which result from the use of information displayed on the App.

Without limitation to the generality of the preceding two clauses, no responsibility is being acknowledged or accepted hereunder for, inter alia, the following matters:

- I. mistake(s), misprint(s), misinterpretation(s), mishearing(s), misreading(s), mistranslation(s), spelling mistake(s), fault(s) in reading, transaction error(s), technical hazard(s), registration error(s), manifest error(s), Force(s) Majeure and/or any other similar mistake(s)/error(s);
- II. violation of the Provider's rules;
- III. criminal actions;
- IV. advice, in whichever form, provided by the Provider;
- V. legal actions and/or other remedies;
- VI. loss or damage that Visitors or third parties might have suffered as a result of their use of the App, its content or that of any link suggested by the Provider;
- VII. loss or damage that Visitors or third parties might have suffered as a result of any modification, suspension or interruption of the App;
- VIII. criminal use of the App or of its content by any person, of a defect, or omission or of any other factor beyond the control of the Provider;
- IX. any use made of the App due to a third party accessing the private areas requiring login and password by using a Visitor's Username and Password;
- X. in case of discrepancies in the services, functions and any other feature offered by the App due to viruses or bugs as it relates to all parameters that make up the App, any damage, costs, expenses, losses, or claims brought about by said discrepancies;
- XI. any act or omission by an internet provider or of any other third party with whom Visitors may have contracted in order to have access to the App. In case of litigation between the internet provider and Visitors, the Provider cannot be a party to the suit, and such suit shall in no way affect these ToU; and
- XII. any claim arising as a result of damages incurred by a Visitor due to the content of any material posted by another Visitor or other third party not authorised by the Provider on the App.

## 15 Privacy Policy

Flashscore.co.ke website and its mobile applications (herein referred to as the 'App') respects the privacy of all parties viewing and otherwise making use of the App, (herein referred to as the '**Visitors**'), and is committed to protecting their privacy. The App may collect and use 'Personal Data' (defined hereunder) relating to its Visitors in order to provide them with the services provided by the App and only for any purpose which has been expressly stated hereunder.

This Privacy Policy complies with international Conventions, and EU laws including the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into Maltese law in Data Protection Act (Chapter 440 of the laws of Malta), the Processing of Personal Data (Electronic Communications Sector) Regulations (Legal Notice 16 of 2003 inclusive of the later amendments), it adopts Recommendation 2/2001 of the Article 29 Data Protection Working Party, adopted on 17 May 2001, on certain minimum requirements for collecting personal data on-line and implements also any other applicable rules and practices.

The Controller of data collected and used from Visitors of the App is Livesport s.r.o., Bucharova 2928/14a, 158 00 Prague, Czech Republic and is responsible for this App.

The Data Controller can be contacted on [gdpr@livesport.eu](mailto:gdpr@livesport.eu).

The Provider can be contacted on [gdpr@livesportmedia.eu](mailto:gdpr@livesportmedia.eu).

## 16 Purpose of this Statement

The purpose of this Statement is to:

- set out the type of personal data the Controller will collect from you and how we will use your personal information;
- the basis on which any personal data is processed by the Controller;
- make you aware of how the Controller will handle your personal data;
- clarify the Controller's obligations under the data protection regulations with regards to processing your personal data lawfully and responsibly; and
- inform you of your data protection rights.

We process your personal data in an appropriate and lawful manner, in accordance with applicable data protection regulations and the General Data Protection Regulation EU 2016/679 (the "**GDPR**") which is in force as of **25 May 2018**.

## 17 Collection of Personal Data

Save where specifically indicated in this Privacy Policy, the App does not collect any Personal Data when Visitors simply browse the App. However, the App does require that Visitors supply some Personal Data when using additional or advanced services provided on the App after the registration. On these occasions the App will ask Visitors for their respective consent prior to the

collection and use of the Visitors' Personal Data. Upon registration or at other times the App may ask Visitors to submit their login name (an e-mail address typically) and password.

Visitors are under no obligation to provide their Personal Data or to permit their Personal Data to be collected by the App. However, the App may not be able to provide the Visitors not consenting to the collection of their Personal Data with all services offered by the App.

Although Visitors may have consented to the App using their respective Personal Data, they are entitled to subsequently revoke their respective consent for whatever reason by contacting [gdpr@livesport.eu](mailto:gdpr@livesport.eu). In case of revocation of consent, the additional or advance services provided on the App after registration will no longer be available.

## **18 Your Rights as a Data Subject**

### **18.1 The Right of Access**

Visitors are entitled to request that the Controller (defined hereafter) provides them with written information on which of their respective Personal Data it has collected and/or used. A request can be made by submitting a request in writing to the Controller (defined hereafter).

The App undertakes to make all reasonable efforts to keep the Personal Data collected updated. However, Visitors are invited to inform the App of any changes to their Personal Data which is held by the App.

### **18.2 Correction Blocking or Deletion of Data**

Visitors who consider that any of their respective Personal Data is inaccurate, may request the Controller in writing to correct the data. Visitors also have the right to request the Controller to block or delete their respective Personal Data if it has been processed unlawfully.

### **18.3 Right to object**

You may contact us at any time at [gdpr@livesport.eu](mailto:gdpr@livesport.eu) to ask us not to process your Personal Data for marketing purposes e.g. receiving information from us about upcoming events, newsletters and publications and your data will no longer be processed for such purposes.

### **18.4 Right to withdraw consent**

You have the right to withdraw your consent to this statement, and the processing practices described herein, at any time by sending an email to [gdpr@livesport.eu](mailto:gdpr@livesport.eu). This will not affect the lawfulness of processing which we carried out on the basis of such consent before its withdrawal. Withdrawal of consent will result in us having to terminate our services immediately.

### **18.5 Right to rectification**

You have the right to obtain rectification of any inaccurate Personal Data about you that we have processed, update any data which is out-of-date and the right to have incomplete Personal Data completed, including by means of a supplementary statement.

### **18.6 Right to erasure**

You have the right to obtain the erasure of Personal Data we have concerning you when your personal data is no longer required where:

- you withdraw your consent to us processing your Personal Data;
- your Personal Data no longer needs to be processed; or
- your Personal Data has been unlawfully processed.

### **18.7 Right to Restriction of Processing**

You have the right to restrict our processing activities where:

- you consent the accuracy of this Personal Data, for a period enabling us to verify the accuracy of the same Personal Data;
- our processing is deemed unlawful, and you oppose the erasure of your Personal Data and request restriction of its use instead;
- we no longer need your Personal Data for the purposes stated herein, but you require it for the establishment, exercising or defending of legal claims; or
- you have objected to our processing pending the verification whether the legitimate grounds of our processing activities overrode those pertaining to you.

### **18.8 Right of Data Portability**

As from **25 May 2018**, you shall have the right to receive your Personal Data in a structured and machine-readable format and transmit this data to another Controller (as defined in the GDPR).

## 19 Purposes for the collection and use of Personal Data

The Personal Data collected by the App shall be processed in accordance with the provisions of the Data Protection Act (Chapter 440 of the Laws of Malta) and subsidiary legislation enacted thereunder and solely processed for the purposes of:

- I. Communicating with the Visitors;
- II. Sending Visitors new password to their respective personal account;
- III. Providing any advanced services which are possible to configure App to some extent;
- IV. Improving the content offered by the App;
- V. Providing Visitors with personalised App content and/or layout.

## 20 Legal basis for processing

We shall only process your Personal Data where you have provided your consent or insofar as this is necessary for us to be able to provide the services we offer and/or for the purposes indicated in this statement.

We may also process your Personal Data on the basis of any legitimate interest or in order to comply with any legal obligations at law. This may include the exercise of defense of legal claims or in order to comply with an order of any court, tribunal or authority.

## 21 Marketing

You will receive marketing communication from us if you have requested such marketing information from us by providing us with your details through this App and have opted-in to receiving such information.

We will not share your Personal Data with any third party for marketing purposes without your unambiguous consent.

## 22 Disclosure of Personal Data to third parties

The Provider does not sell, trade or rent or otherwise disclose Personal Data appertaining to Visitors to any third party without their prior respective consent. However Personal Data would be disclosed to third parties in the eventuality of a sale of the App.

The above is without prejudice to any legal obligation incumbent on the App to disclose Visitors' Personal Data to third parties.

The above is also without prejudice to disclosures which are absolutely necessary as part of one or more of the Purposes for collecting and using Personal Data. In this case the App shall seek the prior express consent of the Visitors concerned.

The Provider reserves the right to provide statistics about Visitors, sales, traffic, and other statistical information relating to the App to third parties, however, without identifying any particular Visitor.

## 23 Log Files

In order to better administer the App and to collect broad demographic information of Visitors for aggregate use, the App automatically logs the IP address of all Visitors and the pages viewed by each Visitor respectively.

## 24 Cookie Disclaimer

A "cookie" is information stored on a Visitor's computer by a web server and used to customise their web service. The App uses cookies to store information about Visitors' interactions that may be needed later to perform a function. Visitors can choose to disable cookies in browser settings. We use cookies to personalise content and ads, to provide social media features and to analyse our traffic. We also share information about your use of our site with our App analytics partners, some advertising partners (programmatic) and social media (only when you log in via your social account). See details [here](#).

This statement should be read in conjunction with our [Cookie Policy](#) and any other **Privacy Notice** we may provide on specific occasions when we are collecting or processing Personal Data about you so that you are fully aware of how and why we are using your Personal Data. Set privacy

## 25 Transfers of Personal Data to Third Countries

The Controller does not transfer any Personal Data outside the European Economic Area and, if it is required to, it will first ensure that there are appropriate safeguards in place to ensure that your Personal Data is adequately protected.

## 26 Security

The App and the Controller have adopted various measures, both technical and organisational, to help protect communication against the destruction, loss, misuse and alteration of Personal Data which has been collected and used (including ensuring that any transfers of data are secured) through Secured communication between Visitor's device and Provider's servers "HTTPS". Additionally, all passwords you set up are stored using BCrypt standard. Notwithstanding these efforts, the Provider cannot guarantee that such event will not occur.

## 27 The period for which Personal Data is kept

The Personal Data is kept only for the time period required to meet the purposes for which it was collected. In case of user account inactivity for one (1) year, all collected user Personal Data will be deleted.

## **28 Third party websites/apps**

Third party websites/apps are not covered by this Privacy Policy. The App provides links to other sites for the convenience of Visitors. The App is not responsible for the contents displayed on third party websites/apps and measures they adopt to protect your privacy. Any other websites/apps which Visitors access from the App may not have an adequate Privacy Policy.

## **29 Acceptance of the Privacy Policy**

The Visitors' consent to the collection and use of their respective Personal Data by the App and the Controller is made subject to the Privacy Policy set out above. Visitors are advised to view the Privacy Policy on a regular basis in order to become familiar with the terms and clauses therein and with any amendments which from time to time may be implemented by the App.

## **30 Provider**

The Provider is Livesport Media Ltd a company duly registered under the laws of Malta on the 22nd November 2011 with registration number C 54555, and having its registered address at CMS House, First Floor, St. Peter's Street, San Gwann, SGN 2310, Malta. To contact us, please email us at [info@livesportmedia.eu](mailto:info@livesportmedia.eu).

## **31 Version and Date of ToU**

This statement in version 1 was last updated in 25.5.2018 (FS.COM-ToU-20180525-1)