

TERMS OF USE OF THE MOBILE APPLICATION

1. INTRODUCTORY PROVISIONS

- 1.1. **Identification of the parties.** These terms of use ("**Terms of Use**") govern the mutual rights and obligations between Livesport s.r.o., with its registered office at Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Aspira Business Centre, ID 274 33 722, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C113331, Czech Republic ("**we**", "**us**" or "**our**") and third party individuals ("**User**", "**you**" or "**your**") when using our mobile application ("**Application**").
- 1.2. **Applicability of Terms of Use.** If you are a non-registered User of Application, only the provisions on the nature and use of Application, in particular clauses 1 and 2 of these Terms of Use, shall apply to you. For registered Users, these Terms of Use shall apply in full, and we encourage you to familiarize yourself with them, particularly clauses 3 to 11 thereof, which constitute the service contract between the registered User and us.

2. APPLICATION CONTENT

- 2.1. **Nature of the service.** Application contains up-to-date information on sporting events, in particular real-time sporting results, final results, fixtures, line-ups and other sporting statistics and sporting content. Results and other statistical information displayed on Application are based on information provided by other independent sources (from third parties), internal efforts or other official applications. Whilst we make every effort to regularly update the content and check the results or other information displayed in Application, we do not make any promises or grant any warranties about Application, and we encourage you to thoroughly check the information collected on Application with original and other sources as well. The use of and reliance on the results and other information displayed on Application is your sole responsibility. Depending on the region, language or other circumstances that affect the target market and audience of Application, Application may also feature sports coverage consisting of our content or third-party content.
- 2.2. **Use of Application at your own risk.** We are providing Application, and all the communication and information stored and presented therein, with reasonable skill and care, and substantially in the manner described in these Terms of Use. However, your access to Application, use of Application, downloading of any software relating to Application, and use of any information we may provide in connection with Application, is at your sole option, discretion, risk, and for your personal use only.
- 2.3. **License.** Subject to your compliance with these Terms and Conditions, we will grant you

a personal, perpetual, non-exclusive, non-transferable, revocable, non-sublicensable license to install and/or use Application on your device, solely for your personal use.

- 2.4. **Registration and Paid Content.** We require registration in order to access certain parts or features of Application (Article 3 of these Terms and Conditions). Registration may be conditional upon you reaching a certain age. Without registration, you may not be able to view all content and the functionality of Application may be limited. In addition, the availability of certain features or content may be subject to payment of a fee.
- 2.5. **Third party content.** The Application contains third-party content obtained from external applications and resources that we are not responsible for. All content available in Application is not hosted on our servers and is not created or uploaded by us to the hosting server. Third party content is usually marked with an appropriate logo, icon or other third-party identifier. We expressly exclude any liability in connection with such content, its availability or the information contained therein.
- 2.6. **Display advertising.** You agree that advertising, including third party advertising, may be displayed within Application.
- 2.7. **Relationship to gambling.** Use of Application is entirely at your own risk. Application is not a gaming app or a gambling app. We do not operate games or gambling, therefore we do not accept or control your funds or other monies and do not participate in any gambling related transactions. The betting odds displayed on Application are presented for reporting purposes. However, no communication or information posted on Application constitutes a recommendation to participate in a game or to place a bet, nor does it constitute legal, tax or other similar advice in connection with gaming or gambling.
- 2.8. **Local law.** You are advised to comply with the applicable laws of the country in which you are temporarily or permanently resident, present and/or a citizen of.
- 2.9. **Content rights.** Texts, photographs, graphic works and other elements contained in Application may be protected by copyright individually and/or as a whole (collectively, the "**Copyright Works**"). Unless otherwise agreed in writing with us or with the owners of the Copyright Works, if it is a third-party content, fair use of Copyright Works may only occur to the extent and in the manner provided for by the applicable law. In particular, the use of Copyright Works in the form of reproduction (copying) for direct or indirect economic gain, as well as their use in the form of distribution, rental, display or communication to the public (including communication to the public via the Internet) is not permitted without our explicit consent.
- 2.10. **Database protection.** The contents of the database contained in Application ("**Database Content**") are protected by a special right of the database provider. Unless otherwise

agreed in writing with us, Database Content may only be lawfully used to the extent and in the manner provided by the applicable law. In particular, no extraction (copying) or utilization (making available to the public) of Database Content or of a qualitatively or quantitatively substantial part thereof is permitted without our explicit consent.

- 2.11. **Unauthorized interference.** You must not use any mechanism, tool, software, or process that has or could adversely affect the operation of our facilities, the security of the Internet or other Internet users. You may not burden our server on which the Application is run with automated requests, nor may you assist a third party in such activity. You may not modify, disassemble, decompile, or reverse engineer the Application in any way. Furthermore, you may not use the content of the Application by embedding, aggregating, scraping, or re-creating it without our express consent, unless otherwise provided by generally binding legal regulations.
- 2.12. **Consequences of infringement.** Your interference with copyright, trademark rights, or interference with the special rights of the database provider may result in civil, administrative, or criminal liability.

3. CONCLUSION OF A SERVICE CONTRACT

- 3.1. **Proposal submission.** You may make a proposal to enter into a service contract by clicking on the "Continue via email" button, completing and submitting the information in the registration form located on Application (the "**Registration Request**"). You warrant that the information provided in the Registration Request form is correct for the purposes of these Terms of Use.
- 3.2. **Proposal acceptance.** Upon receipt of a Registration Request, we will send to the e-mail address provided in the Registration Request ("**User's Address**") the information necessary to make the User's account operational or to allow you to use the service ("**Acceptance**"). Upon delivery of Acceptance to you, the service contract is concluded.
- 3.3. **Use of third-party registration.** If you use an existing registration with a third party (for example, a social network registration), you can send us a proposal for the conclusion of a service contract by clicking on the relevant button with the logo, trademark, or service name of the third party. Following the delivery of the proposal for the conclusion of a service contract according to the previous sentence to us, you will be allowed to use the service. By allowing you to use the service, the service contract is concluded.
- 3.4. **Consent to the provision of the service.** You agree that we may commence the provision of the service pursuant to the service contract immediately upon its conclusion, even before the expiration of the statutory period for withdrawal from the service contract.

- 3.5. **Costs of means of communication.** You agree to the use of remote means of communication when entering into the service contract. Costs incurred by you in using a means of distance communication in connection with the conclusion of a service contract (e.g. internet connection costs) shall be borne by you and shall not differ from the basic rate for the use of the means of communication.

4. CONTENT OF THE SERVICE CONTRACT

- 4.1. **Subject matter of the contract.** Pursuant to the service contract, we will allow you to use the service through Application, including the content and features that are subject to registration. In addition, the availability of certain features or content may be subject to payment of a fee, attainment of a certain age, a stable internet connection, or the version of your mobile device's operating system that we support.
- 4.2. **Contents of the contract.** The Terms of Use form an integral part of the service contract.
- 4.3. **Contract language.** The service contract is concluded in the English language.

5. USER'S ACCOUNT

- 5.1. **Account protection.** Access to Users account is secured by a username and password. You agree that your login data may also be used for logging in to other platforms operated by us or by any other person connected with us. You are obliged to maintain confidentiality regarding the information necessary to access your User account and acknowledge that we are not liable for any breach of this obligation by you.
- 5.2. **Reservation of rights.** We may prevent you from using your User account, in particular if you breach your obligations under the service contract (including these Terms of Use).

6. TERMS OF SERVICE

- 6.1. **Inability to provide the service.** We may not provide the service if this is prevented by difficulties on your or any other person's part. In particular, we will not provide the service in the event of power outages, data network outages, other failures caused by third parties or acts of God.
- 6.2. **Service outages.** Service outages, temporary limitations, interruptions, or degradation of service may occur during the provision of the service. Information stored by you within the service may not be backed up by us, may be corrupted or otherwise degraded.
- 6.3. **Quality of service limitation.** To the extent permitted by law, we shall not be liable for (i)

any malfunctions of the computer programs relating to Application, (ii) bugs or viruses resulting in lost data, (iii) any other damage to your computer equipment, mobile phone or mobile device, or software, (iv) errors (including errors in inputs, presented data and results), and (v) any attempts by you to use Application by methods, means or ways not intended by us. We reserve the right to suspend, modify, remove and/or add to Application in our sole discretion and to the extent permitted by law, as well as the right to suspend your use of our Application from time to time. We will not be liable for any such action.

- 6.4. **Errors.** You agree to inform us as soon as you become aware of any errors with respect to your account in Application or any information presented in Application (including, but not limited to any miscalculation, misrepresentation, incorrect charges, fees, rake, bonuses or payout, or any currency conversion as applicable).
- 6.5. **Liability limitation.** We (including our officers, directors, agents and employees) and our affiliates will not be liable to you in contract, tort (including negligence) or otherwise for any direct, indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not currently foreseeable by us arising out of the service contract or your use of Application.
- 6.6. **Indemnification.** The information on Application is provided as is, and you agree to indemnify us from any liability in respect of Application and the information on Application. Notwithstanding the provisions of clause 6.5 above, our liability is limited to the maximum extent permitted under applicable law.

7. USE OF THE SERVICE

- 7.1. **Personalization of content.** You are entitled to personalize the content of the service to your own preferences, but only within the settings offered by the service itself.
- 7.2. **Unsolicited promotions.** Considering the requirements of the data protection, information and cybersecurity and avoidance of fraud, you are expressly prohibited from posting any information or contacting our customers to offer or promote any offers, products or facilities in Application.
- 7.3. **Anti-fraud and anti-harassment policy.** We have a zero-tolerance policy towards inappropriate and fraudulent activity within Application. If, in our sole determination, you are found to have attempted to defraud us and/or any other user of Application in any way, we reserve the right to suspend and/or close your account and/or prohibit you from accessing Application for a set or an indefinite period of time. We will not be liable for any such action to the extent allowed by applicable law.

8. OTHER RIGHTS AND DUTIES OF THE PARTIES

- 8.1. **Handling of complaints.** Consumer complaints are handled by us via an electronic address at the contact address (see clause 11.6). We will send information on the handling of your complaint to User's address.
- 8.2. **Out-of-court resolution of consumer disputes.** A body competent for the out-of-court resolution of consumer disputes arising from the service contract can be found at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between you and us under the service contract.
- 8.3. **Consumer contact point.** A point of contact under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes) can be found at https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en.
- 8.4. **Authorization to do business.** We are authorized to do business under the Czech trade license. Control over our activities shall be exercised by the competent Czech authorities within their remit. Supervision over the area of personal data protection is exercised by the supervisory authority in the EU member state of your habitual residence, place of work or place of the alleged infringement.
- 8.5. **Defects complaints.** The rights and duties of the parties with respect to our liability for defects in the services shall be governed by the relevant generally applicable law. You may exercise your rights arising from our liability for defects in the services by contacting us at our registered office or by e-mail at the contact address (see clause 11.6).
- 8.6. **Communication between the parties.** Unless otherwise agreed, all correspondence related to the service contract shall be delivered to the other party in text form by electronic mail. Service on you shall also be made by electronic mail to User's Address.

9. DATA PROTECTION

- 9.1. **Information on the processing of personal data.** We fulfil our information obligation within the meaning of article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") by means of a special document designated as 'Information on the Processing of Personal Data' ("Privacy Notice").

9.2. These Terms of Use shall be read and construed alongside our Privacy Notice, accessible [here](#).

10. DURATION OF THE SERVICE CONTRACT

- 10.1. **Withdrawal from the contract.** Unless it is a case where the contract cannot be withdrawn, you, being a consumer, are entitled to withdraw from the service contract within fourteen (14) days of its conclusion. For such withdrawal, you may use the model form provided by us.
- 10.2. **Effectiveness of the contract.** The service contract shall become effective upon execution. The service contract is concluded for an indefinite period of time.
- 10.3. **Termination of the contract.** You may terminate the service contract at any time by *de facto* deleting the User's account. You may also terminate the service contract by requesting us to delete your personal data in accordance with the GDPR.
- 10.4. **Termination of the contract by us.** In the event that you breach any of your obligations under the service contract (including these Terms of Use) or under generally binding legal regulations or in other cases, we may terminate the service contract. Termination of the service contract pursuant to this clause shall be effective upon delivery by electronic mail to User's Address. Unless otherwise agreed, the service contract shall terminate as soon as such termination takes effect.

11. FINAL PROVISIONS

- 11.1. **Governing law.** The relationship created by the service contract shall be governed by the laws of the Czech Republic. The choice of law under the preceding sentence does not deprive you of the protection afforded by the provisions of the legal order which cannot be derogated from by contract, and which would otherwise apply in the absence of a choice of law under the provisions of article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 11.2. **Jurisdiction of courts.** We have agreed to the jurisdiction and venue of the courts of the Czech Republic.
- 11.3. **Unilateral change of Terms of Use.** We may unilaterally amend these Terms of Use to the extent permitted by applicable legislation and where we deem such changes to be based on valid and justified reasons. You shall be notified of the amendment by an e-mail delivered to the User's Address or by a dialog window in Application. The amended Terms

of Use shall take effect on the date specified in the notice notified to you, i.e. by email to the user's address or in Application dialog window, but in no event earlier than thirty (30) days from the date you were notified of such change. You may refuse the amended Terms of Use before they become effective and, in such case, terminate the service contract. This is without prejudice to the provisions of clause 11.4 of these Terms of Use.

- 11.4. **Consent to change Terms of Use.** Without prejudice to Article 11.3 of Terms of Use, changes to the Term of Use may also be made by your express confirmation (consent). By giving your express consent to the new version of the Terms of Use, the new version becomes an integral part of the service contract from the applicable date. The explicit consent can be given via a dialog window in Application or in another appropriate way.
- 11.5. **Accessibility of the contract.** The service contract, including the Terms of Use, are archived by us in electronic form and are not publicly accessible.
- 11.6. **Our contacts.** Our contact details are as follows: delivery address Livesport s.r.o., Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Aspira Business Centre, Czech Republic, e-mail address info@livesport.eu.
- 11.7. **Assignment of contract.** You agree that we may assign the rights and obligations under the service contract, in whole or in part, to any third party.

In Prague on 1. 4. 2023

Livesport s.r.o.

Signed by Livesport.s.r.o.
2023-04-01 12:00:00

Annex No. 1 to the Terms of Use - Consumer Withdrawal Form

Please complete this form and return it to us within the statutory time limit if you wish to withdraw from the contract.

Addressee (operator):	Livesport s.r.o. with its registered office at Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Aspira Business Centre, Czech Republic
You hereby withdraw from the service contract concluded on:	
Your given and family name:	
Your residence:	
Your registration email:	
Date:	
Your signature: (if this form is sent in paper form)	