

TERMS OF USE OF THE WEBSITE

1. INTRODUCTORY PROVISIONS

- 1.1. **Delimitation of parties.** These terms of use (hereinafter referred to as "**Terms and Conditions**") 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 No. 274 33 722, registered in the Commercial Register kept by the Municipal Court in Prague, file No. C113331, Czech Republic (hereinafter referred to as "**Operator**", "**we**", "**us**" or "**our**", etc.) and third natural persons (hereinafter referred to as "**User**", "**you**", "**your**", "**you're**", etc.) when using our website (hereinafter referred to as "**Website**" or "**Service**").
- 1.2. **Contact details.**
 - 1.2.1. Delivery address s.r.o., with registered office at Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Aspira Business Centre, Czech Republic.
 - 1.2.2. Single point of contact for electronic communication in Czech and English language: info@livesport.eu.
- 1.3. **Applicability of conditions.** If you are a non-registered user of the Website, only the provisions on the nature and use of the Website apply to you, in particular Article 1 and 2 of these Terms and Conditions. For registered users, the Terms and Conditions apply in full and we recommend that you familiarize yourself with them, in particular with the specific provisions of Article 3 - 11 which form the Service contract between the registered user and us.

2. WEBSITE CONTENT

- 2.1. **Nature of the Service and our content.** The Website contains up-to-date information on sporting events, in particular sports results, fixtures, and other sports statistics and sports content ("**our content**"). Our content displayed on the Website is based on information provided by other independent sources (third parties) or collected by our efforts. Although we make every effort to regularly update and check our content displayed on the Website, we make no promises or guarantees about the Website and we encourage you to carefully compare the information collected on the Website also with original and other sources.
- 2.2. **Use of the site is at your own risk.** We operate the Website and provide our content with reasonable diligence and care that may be reasonably required from us and in the manner described in these Terms and Conditions. Your access to and use of the Website, and the use of any information that may be provided to you in connection with

the Website are, however, at your sole choice, discretion, risk and for your personal use only. You may not use the Website or our content for commercial purposes.

- 2.3. **Predictions.** The Website contains predictions and probabilities of sporting results based on our internal algorithms and linked to our Tipster Competition - a Website feature designed for entertainment and non-lottery betting purposes. The predictions and probabilities displayed are not intended as betting recommendations and any other use of them is at your own discretion and risk.
- 2.4. **Widgets.** The Website allows users to create sports widgets ("Widgets"). Users may use the Widgets AS-IS for their websites for non-commercial purposes only and provided that they secure appropriate rights to use Widgets containing sports team logos. Widgets are provided AS-IS, and WE DO NOT WARRANT THAT THE WIDGETS WILL BE ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE WIDGETS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY ISSUE THAT ARISE FROM YOUR USE OF THE WIDGETS.
- 2.5. **Registration.** We may require registration in order for you to access certain parts or features of the Website. Without registration, you may not be able to view and use all content and the features of the Website may be limited.
- 2.6. **Third Party Content.** We do not provide our content for external applications or resources that can be accessed from the Website. Any third party content available on the Website is not hosted on our servers, nor do we create or upload it to the server where it is hosted. Third party content is generally marked with an appropriate logo, icon or other third party identifier. We expressly exclude any liability associated with such content, its availability or the information contained therein.
- 2.7. **Display ads.** Unless agreed otherwise you agree that advertising, including third party advertising, may be displayed on the Service.
- 2.8. **Cookies and cookies consent management tool.** We inform you about details about cookies and collect your consent via a specific digital solution operated by a third party.
- 2.9. **Relationship to gambling.** The Website is not a gaming application or a gambling application. 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 the Website are presented for reporting and comparison purposes. No communication or information posted on the Website 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.
- 2.10. **Local Law.** We recommend that you comply with the applicable law of the country in which you are temporarily or permanently resident, a citizen and/or present.

- 2.11. **Content rights.** Texts, photographs, graphic works and other elements contained on the Website may be individually and/or as a whole (hereinafter collectively referred to as "**Copyright Works**") protected by copyright. Unless otherwise agreed in writing with us, the fair use of the 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 the purpose of direct or indirect economic gain, as well as the use in the form of distribution, lending, display or communication of the work to the public (including communication to the public via the Internet) is not permitted without our express consent.
- 2.12. **Protection Databases.** Content databases contained on the Website (hereinafter referred to as "**Database Content**") is protected by a special right of the database provider. Unless otherwise agreed with us in writing, the lawful use of the Database Content may only take place to the extent and in the manner provided for by the applicable law. In particular, no extraction (copying) or exploitation (making available to the public) of the Database Content or of a qualitatively or quantitatively substantial part thereof is permitted without our express consent.
- 2.13. **Illegal interventions.** You may 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 must not burden our server on which the Website is hosted with automated requests, nor assist any third party in such activity. You may not modify, disassemble, decompile or reverse engineer the Website in any way, unless otherwise required by applicable laws and regulations. Furthermore, you are not permitted to use our content available on the Website by embedding, aggregating, scraping or recreating it without our express consent, unless otherwise provided for by applicable laws and regulations.
- 2.14. **Consequences of violation of rights.** 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 CONTRACT FOR THE PROVISION OF SERVICES

- 3.1. **Registration.** You will make a proposal to enter into a Service contract by completing the information in the registration form located on the website and by clicking on the "Create new free account" button ("**Registration Application**"). You are responsible for ensuring that the information provided in the Registration Application is correct.
- 3.2. **Activation.** Following receipt of the Registration Application, we may accept your Registration Application and send to your e-mail address provided in the registration request ("**User's address**") the information necessary to make your user account active and operational. Upon activation of your account by 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 may send us a proposal to conclude a Service contract by clicking on the relevant "LOGIN WITH" button with the logo, trademark and/or service name of the third party and by confirming registration and logging in through this 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 under the Service contract immediately upon its conclusion, even before the expiry of the statutory withdrawal period.
- 3.5. **Cost of communication equipment.** You agree to the use of remote means of communication when entering into a Service contract. The costs you incur in using a means of remote communication in connection with the conclusion of a Service contract (e.g. the cost of connecting to the internet) will be borne by you separately and will not differ from the basic rate for the use of such means of communication.

4. CONTENT OF THE SERVICE CONTRACT

- 4.1. **Subject of the contract.** On the basis of the Service contract we will enable you to create a user account on our Website and use the content and features that are subject to registration and account activation (also referred to as "**Service**").
- 4.2. **Contents of the contract.** The Terms and Conditions form an integral part of the Service contract.
- 4.3. **Tipster contest.** As part of the contract, the User can compete for fun in a Tipster contest, for which they receive virtual FC points each month, which can be wagered on sports matches within the site to compete against other users in the statistics. Tipster contest is not a lottery and points are not redeemable for money or other rewards. Points are reseted each month.
- 4.4. **Language of the contract.** The contract for the provision of Service shall be concluded in the selected language according to the page settings.

5. USER ACCOUNT

- 5.1. **Account Protection.** Access to the user account is secured with a username and password or third party log in tool. You are required to maintain the confidentiality of 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. **User account functions.** With a user account, the user can use the Service in its entirety.

- 5.3. **Personalization of content.** You are entitled to adapt the content of the Service to your own needs, but always only within the scope of the setting options offered by the Service.

6. OUR RESERVATIONS

- 6.1. **Inability to provide the Service.** We may not provide the Service if the Service is prevented from being provided by difficulties on your part or on the part of others. In particular, we may not provide the Service if there are 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 reductions in Service quality may occur. Information stored by you under the Service may not be backed up by us, may be corrupted or otherwise degraded.
- 6.3. **Limitation of quality of Service.** To the extent permitted by law, we will not be liable for (i) any malfunction of any computer programs related to the Website, (ii) defects or viruses that result in loss of data, (iii) any other damage to your computer equipment, mobile phone or mobile device or software, (iv) errors (including errors in inputs, displayed data or results), and (v) any attempts by you to use the Website by methods, means or methods not intended by us. We reserve the right to suspend, modify, remove or supplement the Website in our sole discretion and to the extent permitted by law, and to suspend your use of the Website. We shall not be liable for any such action.
- 6.4. **Bugs.** You agree to notify us of any error within your user account on the Website or any error in any information displayed on the Website (including but not limited to miscalculations, misrepresentations, incorrect fees, commissions, bonuses or payouts, or currency conversions).
- 6.5. **Limitation of liability.** Neither we (including our officers, directors, agents and employees) nor any person associated with us shall be liable in contract, tort (including negligence) or otherwise for any direct, indirect, incidental, consequential, special, punitive, compensatory or exemplary damages, in particular, for loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any other loss which we could not have foreseen and which arises out of the Service contract or your use of the Website.
- 6.6. **Compensation.** The information on the Website is provided on an "as is" basis and you agree to release us from any and all liability in connection with the Website and the information contained on the Website. Notwithstanding the provisions of clause 6 of the Terms and Conditions, our liability is limited to the maximum extent permitted by applicable laws.

7. PROHIBITED USE OF THE SERVICE

- 7.1. **Unsolicited promotion.** With respect to privacy, information and cyber security requirements and to prevent fraud, it is expressly prohibited to post any information on the Website or contact our customers to offer or promote any offers, products or services.
- 7.2. **Anti-Fraud and Anti-Harassment Policy.** We have a zero-tolerance policy for inappropriate and fraudulent activities within the Website. If, in our sole discretion, we determine that you have attempted to fraud us and/or another user of the Website in any way, we reserve the right to suspend or terminate your user account or to prohibit you from accessing the Website for a specific or indefinite period of time. We shall not be liable for taking such action to the extent permitted by applicable law.

8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1. **Handling complaints.** We handle consumer complaints via an electronic address at the contact address (Article 1.2) We will send information about the handling of your complaint to the user's electronic address.
- 8.2. **Out-of-court resolution of consumer disputes.** You can find the authority competent for out-of-court settlement of consumer disputes arising from a Service contract 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 us and you under a Service contract.
- 8.3. **Consumer Contact Point.** You can find the contact point 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) 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 a Czech trade license. Our activities are subject to control by the relevant Czech supervisory authority within its jurisdiction. Supervision in the area of data protection is exercised by the supervisory authority in the EU Member State in which you are habitually resident, have your place of work or where the place of the alleged data breach is located.
- 8.5. **Warranty claims.** The rights and obligations regarding our liability for defects in the Service are governed by the applicable laws and regulations. You can exercise your rights arising from our liability for defects in the Service, in particular at our registered office or by e-mail address (Art. 2).
- 8.6. **Communication between the parties.** Unless otherwise agreed, all correspondence

relating to legal proceedings in connection with the Service contract shall be delivered to the other party in text form by electronic mail. You will also be served by electronic mail at the User's address.

9. DATA PROTECTION

- 9.1. **Information on the processing of personal data.** We fulfill our information obligation within the meaning of Article 13 of Regulation (EC) 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 Policy**").
- 9.2. These Terms and Conditions should be read and interpreted in conjunction with our Privacy Policy, which is available on the Website.

10. THE DURATION OF THE SERVICE CONTRACT

- 10.1. **Effectiveness of the contract.** The Service contract shall become effective upon its conclusion. The Service contract is concluded for an indefinite period of time.
- 10.2. **Withdrawal from the contract.** From the moment of conclusion of the Contract, we shall immediately commence performance of the Service contract in connection with which the User's right to withdraw from the Service contract shall cease, to which the User agrees in accordance with these Terms and Conditions.
- 10.3. **Termination of contract.** You may terminate the Service contract at any time by effectively canceling your User Account by email request. You may also terminate your Service contract by asking us to delete your personal data in accordance with the GDPR.
- 10.4. **Termination of contract by us.** We reserve the right to terminate the Service contract, if you breach any of your obligations under the Service contract (including the Terms and Conditions) or under applicable laws and regulations. Termination of the Service contract under this clause is effective when it is delivered to you, by electronic mail to your address. Unless otherwise agreed, the Service contract will terminate upon the effective date of such termination.

11. FINAL PROVISIONS

- 11.1. **Governing law.** The relationship established by the Service contract is governed by Czech law. By choosing the law according to the previous sentence, you are not deprived of the protection afforded by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to 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 the courts.** We have agreed on the jurisdiction and competence of the courts of the Czech Republic.
- 11.3. **Unilateral change in the terms and conditions.** To the extent permitted by law, we may unilaterally change the Terms and Conditions if we believe that such changes are based on reasonable and justifiable grounds. You will be notified of a change to the Terms and Conditions by e-mail to the user's address or by a dialog box on the Website. The amended Terms and Conditions will take effect on the date specified in the notice to you, i.e. by email to the User's address or in a dialogue box on the Website, but no earlier than thirty (30) days from the date you are notified of such change. You may reject the amended Terms and Conditions before they become effective, in which case you may terminate the Service contract. This is without prejudice to the provisions of clause 11.4 of the Terms and Conditions.
- 11.4. **Consent to change the terms and conditions.** Without prejudice to Article 11.3 of the Terms and Conditions, a change to the Terms and Conditions may also be made by your express confirmation (consent). By giving your express consent to the new version of the Terms and Conditions, the new version shall become an integral part of the Service contract from the applicable date. This explicit consent can be given via a dialog box on the Website or in any other appropriate way.
- 11.5. **Accessibility of the contract.** We archive the Service contract, including the Terms and Conditions, in electronic form and it is not publicly accessible.

In Prague on XXX

Livesport s.r.o.