

TERMS OF USE

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., registered office at Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Czech Republic, ID no.: 27433722, incorporated in the Commercial Register maintained by Municipal court in Prague, section C, insert 113331 (“**we**”, “**us**” or “**our**”) and third persons (jointly as the “**User**”) when using our website **flashsha.re** (the “**Site**”).

2. GENERAL SITE TERMS

- 2.1. **Nature of the service.** The Site contains software tool (hereinafter the “**Tool**”) for generating graphic visuals containing statistics and information about sports events (hereinafter the “**Graphic Visuals**”). The availability and use of the Tool is conditioned by User’s registration and conclusion of below mentioned service contract between the User and us.
- 2.2. **Use at User own risk.** We are providing the Site and the Tool, and all the information stored and presented therein, with reasonable skill and care, and substantially in the manner described in these Terms of Use. However, the User access to the Site and Tool, use of the Site and Tool, downloading of any Graphic Visuals, and use of any information we may provide in connection with the Site and Tool, is at User sole decision, discretion and risk.
- 2.3. **Third party content.** We do not provide the content of external applications or resources that can be accessed from the Site. All third-party content available via the Site is not hosted on our servers and is not created or uploaded by us to the hosting server, where such content is located. 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.
- 2.4. **Display of advertising.** By using the Site, User agrees that advertising, including third party advertising, may be displayed on the Site.
- 2.5. **Relationship to gambling.** Neither the Site nor the Tool are a gaming or gambling application. We do not provide games or gambling; therefore, we do not participate in any gambling transactions. The betting odds that may be displayed in the Tool or generated Graphic Visuals are presented for information purposes. No communication or information provided in the Tool or Graphic Visual with betting odds 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; about which User is obliged to inform User clients.
- 2.6. **Database protection.** The contents of the database contained in the Site and Tool

("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.

- 2.7. **Unauthorized interference.** User must not use any mechanism, tool, software or procedure that has or could adversely affect the operation of our Site or Tool, the security of the Internet or other Internet users. User may not burden our server on which the Site is hosted with automated requests, nor may User assist any third party in such activity. The User may not modify, disassemble, decompile or reverse engineer the Site or Tool in any way, unless otherwise provided for by generally binding legal regulations. Furthermore, the User is not permitted to use the content of the Site or Tool by embedding, aggregating, scraping or recreating it without our express consent, unless otherwise provided for by generally binding legal regulations.

3. REGISTRATION AND CONCLUSION OF THE SERVICE CONTRACT

- 3.1. **Registration Request.** The User may make a proposal to enter into a service contract by completing the information in the registration form located on Site and submitting such information to us by clicking on the relevant button (the "**Registration Request**").
 - 3.1.1. User is obliged to fill the Registration Request form correctly and warrants that the information provided in the Registration Request form is correct for the purposes of these Terms of Use.
 - 3.1.2. Business entity shall submit its Registration Request only via its authorized representative.
- 3.2. **Evaluation.** Upon receipt of a Registration Request, we will commence evaluation of possible business cooperation with User. We reserve the right to contact User for additional information or clarification of User Registration Request and a right to refuse the Registration Request without giving a reason.
- 3.3. **Confirmation.** After completed evaluation we will inform the User, via email address provided in the Registration Request ("**User's Address**"), whether we confirmed or rejected the User Registration Request. Upon confirmation of the User Registration Request, the service contract is concluded.
 - 3.3.1. If the Registration Request is submitted by a non-business natural person, the personal account is created upon confirmation.
 - 3.3.2. If the Registration Request is submitted by a business entity or business natural person, the business account is created upon confirmation.
- 3.4. **Costs of means of communication.** The User agrees to the use of remote means

of communication when entering into the service contract and when using the Tool. Costs incurred by the User in using a means of distance communication in connection with the conclusion of a service contract and using the Tool (e.g. internet connection costs) shall be borne by the User 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.** Under the service contract, we will allow User to use the Tool and will provide license to the generated Graphic Visuals upon their download as further described.
- 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 English language.

5. TERMS OF SERVICE

- 5.1. **Account protection.** Access to the User account may be secured by third party tools (e.g. Gmail) and/or username and password. The User shall ensure that the information necessary to access The User account are protected against unauthorized access and misuse. We shall not be held liable in case this information is compromised, except for cases caused by our misconduct.
- 5.2. **Inability to provide the service.** We may not provide the Site or the Tool if this is prevented by difficulties on User or any other person's part. In particular, we will not provide the Site or the Tool in the event of power outages, data network outages, other failures caused by third parties or acts of God.
- 5.3. **Service outages.** Site and Tool outages, temporary limitations, interruptions, or degradation of service may occur during the provision of the Site or the Tool.
- 5.4. **Service suspension.** We may suspend the service by blocking User's account especially in case we suspect that the User account has been misused, hacked, or in case there is a reasonable suspicion of breach of the service contract by the User.
- 5.5. **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 the Site we make available, (ii) bugs or viruses resulting in lost data, (iii) any other damage to User computer equipment, mobile phone or mobile device, or software, (iv) errors (including errors in inputs, presented data and results), and (v) any attempts by User to use the Site or the Tool by methods, means or ways not intended by us. We reserve the right to suspend, modify, remove and/or add to the Site and the Tool in our sole discretion and to the extent permitted by law, as well as the right to suspend User use of our Site from time to time. We will not be liable for any such action.
- 5.6. **Defects complaints.** The rights and duties of the parties with respect to our liability for

defects in the services shall be governed by the Czech law. The User may exercise User 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).

- 5.7. **Liability limitation.** We (including our officers, directors, agents and employees) and our affiliates will not be liable to User 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 User use of the Site or the Tool.
- 5.8. Notwithstanding the provisions of clause 5.6 and clause 6.3, our liability is limited to the maximum extent permitted under applicable law.
- 5.9. **Indemnification.** The information on the Site and in the Tool is provided on “as is” basis, and User agrees to indemnify us from any liability to any third party arising from use of the Site, the Tool or Graphic Visuals by the User.
- 5.10. **Errors.** User agrees to inform us as soon as User become aware of any errors with respect to User account and the Tool or any information presented on the Site (including, but not limited to any miscalculation, misrepresentation, incorrect charges, fees, rake, bonuses or past, or any currency conversion as applicable).

6. TOOL AND GRAPHIC VISUALS

- 6.1. **Use of the Tool.** The Tool can only be used at User's own risk (see clause 2.3) in a non-prohibited manner (e.g. clauses 2.6 and 2.7) and for the purpose for which it is intended, i.e. generating Graphic Visuals containing sports results and other information. In addition, the availability of certain features of the Tool may be subject to payment of a fee, a stable internet connection, or the version of User browser that we support.
- 6.2. **Graphic Visuals.** Graphic Visuals include:
 - 6.2.1. our logo or our other trademarks, protected by law;
 - 6.2.2. graphic form of the Graphic Visuals, protected by law as the copyright work;
 - 6.2.3. information on sporting results, and statistical and any other sport related information.
 - 6.2.4. There might be pictures of persons, team logos or competition logos, names of sporting associations and other elements which might be protected by specific rights (personality rights, trademarks etc.). These elements shall not be deemed as part of Graphic Visuals. We do not grant a license or other permission to use these elements by the User. Unless your use of these elements is covered by legal exemption (such as journalism) you may need to settle these third party rights

before you use these elements as part of Graphic Visuals.

- 6.3. **No warranties on information.** Sports results, statistical and other information displayed in the Graphic Visuals 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 provided in the Graphic Visuals, we do not make any promises or grant any warranties about the Graphic Visuals, and we encourage User to thoroughly check the information provided in Graphic Visuals with original and other sources as well. The use of and reliance on the results and other information displayed in the Graphic Visuals is User's sole responsibility.
- 6.4. **Download of the Graphic Visual.** When using the Tool, User can download the generated Graphic Visual via a special button designated in the Tool for downloading one or more Graphic Visuals in any format (hereinafter "**Download Button**").
- 6.5. **License to the Graphic Visual.** Upon clicking Download Button we grant User a non-exclusive, worldwide license to use, reproduce, distribute and display the downloaded Graphic Visuals, under these terms (hereinafter "**License**"):
 - 6.5.1. User may not edit, modify, manipulate, create derivative works of, co-brand, co-market, or otherwise alter the graphic or content of Graphic Visual and User may not allow its users to do so;
 - 6.5.1.1. User with business account (business entity and business natural person and their employees and contractors) may use the Graphic Visual for commercial purposes but only within the content on the websites and applications stated in User registration unless otherwise agreed with us;
 - 6.5.1.2. User with personal account (non-business natural person) may use the Graphic Visual for personal purposes and for commercial purposes only within their own content on social medias and websites;
 - 6.5.2. User is not entitled to use any of our logos and other trademarks separately from the Graphic Visuals;
 - 6.5.3. User may use Graphic Visual only via electronic means;
 - 6.5.4. License is not limited by number of views;
 - 6.5.5. User may not distribute, resell, sublicense, transfer or otherwise assign License to any third party;
 - 6.5.6. License is provided for entire duration of our proprietary rights to the Graphic Visuals, unless its duration is terminated in line with this service contract;
 - 6.5.7. Duration of the License is automatically terminated for all downloaded Graphic Visuals in the event of User's breach of the Terms of Use;

6.5.8. In the event of termination of the service contract between the User and us, User is still entitled to use Graphic Visuals downloaded before termination of the service contract (unless it is terminated under clause 6.5.7) while User is obliged to comply with the License terms for the entire duration of term stated above.

6.6. All Graphic Visuals remain our property. User hereby assigns to us any suggestions, ideas, enhancement requests, or other feedback provided by User to us relating to the Graphic Visuals and the Tool. We will own all data, software, inventions, ideas, and other technology and intellectual property that it develops under or in connection with this contract or in connection with the Graphic Visuals.

7. SPECIAL CONDITIONS FOR CONSUMERS

7.1. In case the User is a consumer in terms of applicable legislation for consumer protection, provisions of this section shall apply and shall prevail over any contradictory provisions of these Terms of Use. This section shall not apply to a relationship with other Users than consumers.

7.2. **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 User complaints to User's address.

7.3. **Out-of-court resolution of consumer disputes.** A body competent for the out-of-court resolution of consumer disputes arising from the service contract with Users with personal accounts 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 User and us under the service contract.

7.4. **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-user-consumer-complaint/european-consumer-centres-network-ec-net_en.

7.5. **Authorization to do business.** We are authorized to do business under the trade license issued by authorities of the Czech Republic. 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 User habitual residence, place of work or place of the alleged infringement.

7.6. **Accessibility of the contract.** The service contract, including the Terms of Use, are archived by us in electronic form. We will allow access to the service contract upon a User's request.

- 7.7. **Withdrawal from the contract.** You may withdraw from the service contract by notifying us about your withdrawal preferably by email to support@flashsha.re. You can withdraw from the service contract within fourteen (14) days, but you may not withdraw from the service contract if the provision of the Service has already started. No worries, you may terminate the service contract anytime anyway.

8. DATA PROTECTION

- 8.1. **Information on the processing of personal data.** We fulfill 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 Policy**”).
- 8.2. These Terms of Use shall be read and construed alongside our Privacy Policy, accessible electronically on the Site.

9. COOKIES

- 9.1. **Cookie consent tool.** Obtaining User consent and providing User with information related to the use of cookies within the Site are fulfilled through a special tool operated by a third party.

10. DURATION OF THE SERVICE CONTRACT

- 10.1. **Effectiveness of the contract.** The service contract shall become effective upon your receipt of confirmation email issued by us upon successful assessment of your Registration request. The service contract is concluded for an indefinite period of time.
- 10.2. **Termination by us.** We reserve right to terminate the service contract and thus terminate the User’s account with immediate effect in the case of
- a) the User breaches any obligation under the service contract specified in these Terms of Use, especially when User breaches License terms to the Graphic Visual.
 - b) termination of the service by us;
 - c) written notice of termination of the service contract sent to your email in the event of our decision on closing mutual business cooperation.

Termination of the service contract pursuant to this clause shall be effective upon delivery by electronic mail to User's Address.

- 10.3. **Termination by User.** The User may terminate the service contract at any time by simple

email message sent from the User's Address on our email stating that the User wishes to terminate the service contract. The User may also terminate the service contract by requesting us to delete User personal data in accordance with the GDPR.

11. FINAL PROVISIONS

- 11.1. **Communication between the parties.** Unless otherwise agreed, all correspondence regarding legal proceedings related to the service contract shall be delivered to the other party in text form by electronic mail. Service on User shall also be made by electronic mail to User's Address.
- 11.2. **Governing law.** The relationship formed 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 User 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).
- 11.3. **Jurisdiction of courts.** Both the User and us have agreed to submit their disputes to the jurisdiction and venue of the courts of the Czech Republic.
- 11.4. **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. The User shall be notified of the amendment by an e-mail delivered to the User's Address or by dialog box on the Site. The amended Terms of Use shall become effective at a date stated in the e-mail or the dialog box on the Site, but in no case sooner than thirty (30) days following the day the User were notified of such amendment. The User may refuse the amended Terms of Use before they become effective and, in such case, terminate the service contract and therefore User account. This is without prejudice to the provisions of clause 11.5 of these Terms of Use.
- 11.5. **Consent to change of Terms of Use.** By agreeing to the new version of the Terms of Use, the previous Terms of Use shall cease to be effective, and the new version of the Terms of Use shall become an integral part of the service contract. Without prejudice to clause 11.4 of the Terms and Use, changes to the Terms and Use may also be made by User express confirmation (consent). By giving User express consent to the new version of the Terms and Use, the new version becomes an integral part of the service contract from the applicable date. This explicit consent can be given via a dialog box on the Site or in any other appropriate way.
- 11.6. **Our contacts.** Our contact details are as follows: delivery address Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Czech Republic, e-mail address support@flashsha.re.
- 11.7. **Assignment of Contract.** User agrees that we may assign the rights and obligations under the service contract, in whole or in part, to any third party.

In Prague on 01.02.2023

Livesport s.r.o.