

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 **tribalfootball.com** (hereinafter referred to as "**Website**").

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: 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 and the rules for reporting inappropriate content as set out in Annex 1. 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 Articles 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**"). The Website also includes technical tools for user discussion (hereinafter "**Discussions**"). Our content displayed on the Website is based on information provided by other independent sources (third parties), our efforts or other official applications. 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. **Registration and paid content.** We may require registration in order for you to access certain parts or features of the Website (Article 3 of the Terms and Conditions). Without registration, you may not be able to view all content and the features of the Website may be limited. In addition, the availability of certain features or content may be subject to the payment of a fee, a stable internet connection or the version of your device's operating system that we support.

2.4. **Third Party Content.**

2.4.1 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.

2.4.2 We do not host nor moderate the content of the discussions. We are not obliged by law to actively search for facts and circumstances indicating illegal content of transmitted or uploaded user content, and therefore we are not responsible for content of the discussions. We also do not monitor, investigate, open, moderate nor analyse such content, until it is reported in accordance with the rules set out in Annex 1 of the Terms and Conditions.

2.5. **Display ads.** Unless agreed otherwise you agree that advertising, including third party advertising, may be displayed on the Website.

2.6. **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.

2.7. **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 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.

- 2.8. **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.
- 2.9. **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.
- 2.10. **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.
- 2.11. **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.
- 2.12. **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. **Submission of the proposal.** You will make a proposal to enter into a service contract by completing the information in the registration form located on the Website a clicking on the "Register" button ("**Registration Application**"). You are responsible for ensuring that the information provided in the Registration Application is correct.

- 3.2. **Acceptance of the proposal.** Following receipt of the application for registration, we will send on the e-mail address provided in the registration request ("**User's address**") the information necessary to make your user account operational or allow you to use the service ("**Acceptance**"). Upon delivery of the Acceptance, 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 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 Website, 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. **Language of the contract.** The contract for the provision of Service shall be concluded in the English language.

5. **USER ACCOUNT A DISCUSSION**

- 5.1. **Account Protection.** Access to the user account is secured with a username and password or login through a third party. 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, except for tipping competitions. In order to participate in the prediction

contests, it is necessary to meet the additional conditions specified in the rules of the respective prediction contest.

- 5.3. **Discussion.** Website enables Registered users to post their opinions about our content or to respond to the opinions of other Registered users (collectively "**Posts**") and to monitor selected posts by other users. User acknowledges that by posting a posting, the posting becomes publicly available.
- 5.4. **Contribution.** By posting a Post in the Discussion, the User grants the Operator a non-exclusive, royalty-free license to use the Post for the duration of its posting in the Discussion and for uses in accordance with the Discussion's purpose and these Terms and Conditions. The User acknowledges that the display of a post may be deemed a use of a work within the meaning of Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended, and may be subject to the consent of its author or other authorized person. Therefore, the User declares that he/she is the holder of all rights to the posting corresponding to the needs of the discussion and these Terms and Conditions, and that no third party rights prevent the User's Posts from being made available in the Discussion. The User further declares that the disclosure of his/her Post in the Discussion will not affect any third party rights, in particular (but not exclusively) the rights of copyright holders, rights of personality protection, other third party rights, nor will it violate any applicable laws or regulations. The User shall be liable to the Operator for any damage caused to the Operator by the breach of warranty statement of the User in this paragraph.
- 5.5. **Post Responsibility.** The User is responsible for the content of Posts published in the Discussion. The User is obliged to ensure that the content of the Posts is in accordance with the Terms and Conditions and Discussion rules set out in Appendix 1 of the Terms and Conditions (hereinafter referred to as "**Rules**"), the laws of the Czech Republic and that they do not violate good morals and/or public order. We are not responsible for the content of the User's Posts or the User's activities within the Discussion.
- 5.6. **Removing and making a Post unavailable.** We reserve the right to remove or disable a User's posts and/or to temporarily or permanently prevent a User from accessing the Discussion or the Website if the User's posts within the Discussion are not in accordance with these Terms and Conditions, the Rules, the laws of the Czech Republic, violate good morals and/or public order, even without prior notice and without compensation.

5.7. **Reservation of rights for changes to Discussions.** We reserve the right to remove a User's Posts without prior notice and without compensation in the event of changes in the scope and quality of the Service provided.

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 Services are governed by the applicable laws and regulations. You can exercise

your rights arising from our liability for defects in the Services, 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, the Operator shall immediately commence performance of the Contract in connection with which the User's right to withdraw from the 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. 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.** If you breach any of your obligations under the service contract (including the Terms and Conditions) or under applicable laws and regulations, we may terminate the service contract. 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 12.4 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 1. 4. 2023

Livesport s.r.o.

Subscription addendum

1. **Subscription.** You may subscribe to the Service to see the Website without advertisements. Once subscribed and paid for, the subscription forms an inherent part of the service contract.
2. **Subscription term.** Your subscription including the eventual free subscription period will be consumed as of the moment of payment of the subscription. Subscription expires at the end of subscription period unless renewed and paid for the next subscription period.
3. **Refund.** Subscription is non-refundable unless one of the following events occurs. You may request a refund of the proportionate amount of subscription for the period the

Website was displayed to you with advertisements, although your subscription was paid for during that period. You may also claim unconsumed amount of subscription in case you terminate the service contract due to change of the Terms and Conditions (Article 11.3)

In Prague on 1. 4. 2023

Livesport s.r.o.

Annex 1 - Rules for discussions and contributions

Banned posts. The Operator shall establish the following rules for discussions and posts, which prohibit:

- infringe copyright, copyright-related rights, trademark rights, trade name, protected designation of origin or industrial rights;
- incite to commit a crime, to fail to perform a duty imposed by law, or to approve of a crime;
- incite hatred against a group of people or to restrict their rights and freedoms, defame a nation, ethnic group, race and/or beliefs;
- support or promote a movement demonstrably aimed at the suppression of human rights and freedoms;
- to disseminate false information about another person which is likely to significantly jeopardise his or her esteem, reputation or reputation, damage his or her employment, disrupt his or her family relationships or cause him or her other serious harm;
- damage the reputation of the operator;
- distribute any paid or unpaid advertising or third party advertising;
- violate a statutory duty of confidentiality or violate or endanger the trade secrets of a third party;
- share posts that distribute inappropriate or malicious files and/or information, including but not limited to viruses, Trojan horses, rootkits, backdoors, spyware, adware, or any other malware;
- distribute posts that link directly or indirectly to content that does not comply with the requirements of these Discussion Rules, including but not limited to URL links, URIs, trackers, torrents, and other links.

Reporting a post. If someone believes that another user's post violates the above rules, they may report the post through the reporting system in the discussion and, if not available, by email to the operator. When reporting, such person must:

1. sufficiently explain the reasons why the user is reporting the post in question;

2. uniquely identify the reported post by the source address (URL), the name of the contributor and, if necessary, additional information to identify illegal content
3. state his or her name and e-mail address, except in the case of information that is deemed to constitute one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU;
4. declare that it believes in good faith that the information and statements contained in the notification are accurate and complete.

Reported post. The Service Provider shall review the reported Post in a timely, objective and diligent manner and if it finds that there is a reasonable suspicion that the Post is not in accordance with these Terms and Conditions, the Rules, the law of the Czech Republic, violates good morals and/or public order, it shall remove or disable the Post. If technical means allow, the operator shall inform the notifier and the user of the reported post about the result of the operator's assessment.