

TERMS AND CONDITIONS OF USE

1. INTRODUCTION

These Terms and conditions of use (together with the documents listed herein) establish the general rules and conditions governing the use of the website https://www.sporttimegroup.com website (hereinafter: "Website").

The website has been designed in order to provide, free of charge, information to all those interested in the Sport Time products, services and activities, including for educational and marketing purposes.

We advise you to carefully read these Terms of Use as well as the Privacy Policy and Cookie Notice (hereinafter collectively: Privacy and Cookie Policy) before using this Website.

Use of the Website means that you have read, understood, and accepted these Terms of Use and the Privacy and Cookie Policy and that you agree to be bound by them, as well as that you will comply with any and all applicable laws and regulations. If you do not agree with the Terms of Use and the Privacy and Cookie Policy, please do not use this Website.

These Terms and conditions of use represent the Agreement ("Agreement") between you and Sport Time ("Sport Time") with respect to our Website, including any component thereof. All references herein to "you" and "your" means you, your employees, agents, and contractors, and any other entity on whose behalf you accept these terms and conditions of use, all of whom shall also be bound by this Agreement. Additionally, your account information, as well as other personal information provided by you to Sport Time (directly or through the use of the Website), is subject to the Sport Time Privacy Policy which can be consulted here.

Except where prohibited by applicable law, this Agreement may be revised at any time. You should periodically visit this page to view the current Terms and conditions of use because the Terms of Use in effect at the time of use of the Website will apply. Certain provisions of these Terms of Use may be replaced based on expressly provided positive legal provisions. Where this Agreement is provided bilingual in English and a local language, and in case there is a conflict between the English version and the local language version, the English version shall prevail.

In case you have any questions regarding the Terms of Use and/or the Privacy and Cookies Policy, please contact us via the contact form or you can use the information provided within the present footnote¹.

¹ Serbia - Sport Time Balkans doo. Belgrade with headquarters in Belgrade, E-mail address: <u>data.protection@sporttime.rs</u> Bulgaria - Sport Time EU EOOD with headquarters in Sofia, E-mail address: <u>data.protection@sporttime.bg</u>
Romania - Sport Time Trade S.R.L. with headquarters in Bucharest; E-mail address: <u>data.protection@sporttime.ro</u>



2. USING THE WEBSITE. WEBSITE CONTENT

Using the Website is governed by these Terms and conditions of use and the Privacy and Cookie Policy. The Website offered by Sport Time allows the user to (i) be informed about the company, our stores and our projects; (ii) be informed about our products and our marketing campaigns; (iii) allow the user to subscribe for a marketing newsletter; (iv) allow the user to apply for one of the openings via the career dedicated landing page; (v) allow the user to contact us directly via the contact form; etc.

It is prohibited to post inappropriate comments, hate speech, insults, spamming, harassment of other users, and the like.

You may not change the content of this Website in any way or reproduce it, publicly present, exhibit, distribute, or use it in any other way for public and/or commercial purposes.

The company defines "content" as all information contained on the Website in the form of text, data, software, audio or video files, static images or any other format.

The content of the Website is the property of Sport Time and shall be cited as the source of the content, and may not be taken, distributed, sold or resold without the written consent of the Company.

Sport Time reserves the right to change or add new rules and restrictions to the content of the Website at any time and to change or update any service or right to use any service at any time without prior notice. The Website has been designed to provide content and services free of charge to all those who wish to access the Company's website at www.sporttimegroup.com. Content submitted by visitors and legal users of the website for publication is subject to the same proprietary rights restrictions.

Other additional services that may be implemented, in time, within the Website are subject to the same conditions, unless they do not have distinctly formulated terms and conditions of use.

Any use of the said content on another website and/or networked computer for any purpose is prohibited. If you violate any of these Terms of Use, your authorization to use the Website may be automatically terminated and your user account deactivated, with your obligation to immediately destroy all downloaded or printed materials.

When using the Website, you undertake not to access it, the server on which the Website is located, or any other server, computer or database connected to our Website, without authorization. In case of non-compliance with this provision, we may immediately revoke the authorization to use this Website.

3. PRIVACY, PERSONAL DATA PROTECTION, COOKIES AND TRACKING

For comprehensive information on privacy and personal data protection in relation to this Website, please see our Privacy Policy here.

For information on the use of cookies and user tracking on this Website, please see our Cookie Notice, here.



4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

We hereby inform you that all copyright, trademark, and other intellectual property rights to all content (textual, visual, and audio materials, design, images, databases, programming code, *etc.*) on this Website are the property of Sport Time Balkans doo or entities that have given permission to Sport Time Balkans doo for their use.

You may use the abovementioned materials only to the extent that is expressly stated, and which is necessary for your personal, non-commercial use, *i.e.*, for information purposes or for the use of other services that we make available to you through this Website, provided that you retain all copyright and other proprietary notices contained in the original text or any copies thereof.

In this regard, please note that it is prohibited to change the content of the Website in any way, or to reproduce or publicly display, distribute, or otherwise use it for public or commercial purposes, so that any unauthorized use may constitute a violation of the regulations governing this field. By using any part of this website, it is considered that you are familiar with these conditions, as well as that you accept the use of the content of this Website exclusively for personal use and at your own risk.

5. LINKS FROM OUR WEBSITE

If the Website contains links to other websites and/or other third-party materials, the said links are provided solely for information purposes and we have no control over the content of those websites and/or other third-party materials and do not accept responsibility for any possible damage which may arise from their use.

6. DISCLAIMER

Information published on this Website may refer to products, programs, or services that are not available in your country.

Except where prohibited by applicable law, in no event will Sport Time, its customers, suppliers, agents or employees of any of the foregoing be liable for any decision made or action taken by you or anyone else in reliance on the information provided by the Website. Unless otherwise provided under applicable laws, Sport Time and its customers, and suppliers also do not warrant or condition the accuracy of the data used for the Website.

You understand and agree that Sport Time Balkans doo is not responsible for any damage (material or immaterial, direct or indirect, actual or future) or any losses and/or lost profits that could arise due to: non-functioning and inability to use the Website, the performance of the Website, any errors and/or omissions in the operation of the Website and/or published material, as well as for any damage to the computer, mobile device, or other equipment or technology of any user that would occur in connection with the use of the Website, including but not limited to damages from any breach of security, privacy, or computer virus, error, fraud, service interruption, device or network failure, or any other interference, including but not limited to loss of data, device failure or malfunction.



7. LIMITATION OF LIABILITY

Except where prohibited by applicable law, under no circumstances shall Sport Time and its employees, and/or suppliers be liable to you or any third party for any indirect, incidental, consequential, special, or exemplary damages (including in each case, but not limited to, damages for the inability to use the Website, loss of profits, business interruption or the like) arising out of the use of or inability to use the Website, even if Sport Time has been advised of the possibility of such damages.

Our Website is provided on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the use or performance of our Website, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. MISCELLANEOUS

This Agreement constitutes the entire Agreement between Sport Time and you with respect to the subject matter hereof.

If any provision herein is held unenforceable, then such provision will be modified to reflect the Parties' intention, and the remaining provisions of this Agreement will remain in full force and effect.

The headings in this Agreement are for convenient reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation but instead will be deemed to be followed by the words "without limitation."

Updated on January 15th 2024