

Terms and Conditions of Use of the SPOTASPORT application

By using the SPOTASPORT application and other products and services, you are agreeing to all the terms below.

The SPOTASPORT application is offered to you by AppTres IVS ("**AppTres**"); a Danish registered company with the company number (CVR-nr.) 38408836.

The SPOTASPORT application is aimed at users everywhere helping them to meet and relate with other users to join in sports and events or to compete with one another ("**Competitions**").

These Terms and Conditions of Use ("**Terms**") apply to the SPOTASPORT application and all other current and future digital products and service offerings SPOTASPORT and its affiliates and subsidiaries make available, including any products and services provided in collaboration with partners (collectively, the "**Services**").

Please read the Terms carefully before using the Services, as **they are a legally binding contract** between you and SPOTASPORT. Note that several summaries are included at the top of each section – these summaries are not a part of the contract itself, but are intended to emphasize key sections and help you follow the text.

Your access and use of the Services constitutes your agreement to these Terms and SPOTASPORT' Privacy Policy, which is incorporated into the Terms. Stated alternatively, **if you disagree with any part of the Terms, you are not permitted to use the SPOTASPORT Services**. Further, by accessing and using the Services, you understand and agree that your Personal Data (as that term is defined in the Privacy Policy) and User-Generated Content (defined below) that is shared with a Service may also be shared among the entirety of SPOTASPORT and its other Services.

1. Use of the Services and Your Account

(a) Who can use the SPOTASPORT Services

All users of all ages can use the SPOTASPORT Services.

You must be at least eighteen (18) years of age to use features that implies any legal obligation and at least eleven (11) years of age to use other Services. No individual under these age limits may use the Services, provide any Personal Data to SPOTASPORT, or otherwise submit Personal Data through the Services (e.g., a name, address, telephone number, or email address).

(b) Your Account

You may need to register for an SPOTASPORT account to access or use certain Services. Your account may automatically provide you access and means to use new Services.

When you create an SPOTASPORT account, you must provide SPOTASPORT with accurate and complete information as prompted by the account creation and registration process, and keep that information up to date. Otherwise, some of our Services may not

operate correctly, and SPOTASPORT may not be able to contact you with important notices.

If you create an account, you are responsible for maintaining the confidentiality of all actions that take place while using your account, and you must notify SPOTASPORT right away of any actual or suspected loss, theft, or unauthorized use of your account or account password. SPOTASPORT not responsible for any loss that results from unauthorized use of your username and password, with or without your knowledge.

If you forget your password and have an existing SPOTASPORT account, click on the “Sign In” or “Log In” link at the top of the page. You will be taken to the Sign In page, where you can select “Forgot Password” to create a new password.

If you are a resident of the European Union: You have the right to delete your account by contacting our SPOTASPORT support team. If you choose to permanently delete your account, the non-public Personal Data that are associated with your account will also be deleted.

(c) Service Updates, Changes and Limitations

The Services change frequently, and their form and functionality may change without prior notice to you. SPOTASPORT may also impose limits on certain Services or restrict your access to part or all the Services without notice or liability.

SPOTASPORT may also from time to time develop and provide updates for certain Services. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, “**Updates**”). Certain portions of the Services may not properly operate if you do not install all Updates. These Updates may include updated versions of applications, which may automatically electronically upgrade the versions used on your device, as well as updates to wearables and other connected products. You expressly consent to such automatic Updates. Further, you agree that the Terms (and any additional modifications of the same) will apply to all Updates to the Services.

SPOTASPORT has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Service.

(d) Service Monitoring and Suspension

SPOTASPORT may change, suspend, or discontinue any or all the Services at any time, including the availability of any product, feature, database, or Content. SPOTASPORT may also deactivate, terminate or suspend your account at any time: (1) if SPOTASPORT, in its sole discretion, determines that you are or have been in violation of these Terms or the spirit thereof (as highlighted in our Community Guide-lines), (2) if SPOTASPORT, in its sole discretion, determines that you have created risk or possible legal exposure for SPOTASPORT or any other Athlete, (3) in response to requests by law enforcement or other government agencies, (4) upon discontinuance or material modification of any Services, or (5) due to unexpected technical issues or problems.

SPOTASPORT reserves the right, but has no obligation, to monitor any accounts and/or activities conducted through or in any way related to the Services (including inviting a fellow athlete into a network of friends), as well as any athlete’s use of or access to

Location Data (as that term is defined in the Privacy Policy), Personal Data, and profiles of other users.

(e) Security

SPOTASPORT cannot guarantee that unauthorized third parties will not be able to defeat the security measures and get access to your Personal Data, User-Generated Content and account. Please notify SPOTASPORT immediately of any actual or suspected breach or unauthorized access or use of your account.

(f) Consent to Receive Communications

After signing up for an account, you may receive periodic email communications regarding the operations of SPOTASPORT Services. You cannot opt out of receiving these communications while you continue to use SPOTASPORT Services.

You may also receive periodic promotions and other offers or materials that SPOTASPORT believes might be of interest to you. You can opt out of receiving these promotional messages at any time by following the unsubscribe instructions contained in the message footer, or changing the email preferences in your account.

By finding and connecting with your friends and other users in the SPOTASPORT community, you may receive electronic communications, including messages from them (depending on your preferences, you may receive notification of these messages via email, in the website/application, and/or as a push notification). You can manage the messages you receive from other users in the SPOTASPORT Services by changing the preferences in your account.

(g) Competitions

Competitions can be used to challenge other users of the SPOTASPORT application e.g. to determine who walked or ran the longest and burnt the most calories within a certain period.

The inviting user determines the competition period, the conditions of the competition and whether the competition is private or open. In a private competition, the participants are individually invited to join the competition whereas all users are free to join an open competition on the terms and conditions decided and described by the inviting user.

AppTres holds no responsibility regarding the competing conditions.

(h) Advertisements

By using the SPOTASPORT Services you consent to have advertisements and push notifications sent to the device you use for the SPOTASPORT application.

AppTres offers banner advertising and references to websites etc. to commercial partners and you consent to receive such advertisements and personal as well as general offers from AppTres' commercial partners.

This feature cannot be opted out.

(i) Events

Apptres is not responsible for any kind of accidents, violence or bad behaviour during sport activities arranged through SpotASport.

2. Privacy

(a) Your Privacy

By using the SPOTASPORT Services you consent to the collection, use, and sharing of such Personal Data (as set forth in the Privacy Policy, including the transfer of this Personal Data for storage, processing, and use by SPOTASPORT.

3. Ownership and Use of Content

(a) Definitions

For purposes of these Terms, (i) the term “**Content**” means any creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, text, ideas, communications, replies, “likes,” comments, information, data, software, scripts, executable files, graphics, maps, routes, geo-data, workouts and workout data, training plans, interactive features, designs, copyrights, trademarks, patents, sounds, applications and any intellectual property therein, any of which may be generated, provided, or otherwise made accessible on or through the SPOTASPORT Services; (ii) the term “**User-Generated Content**” means any Content that an athlete submits, transfers, or otherwise provides to or through the use of the SPOTASPORT Services. Content includes, without limitation, all User-Generated Content; and (iii) the term “**SPOTASPORT Content**” means all Content that is not User-Generated Content.

(b) Ownership

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the SPOTASPORT Services and SPOTASPORT Content belong to SPOTASPORT and/or its partners or applicable third parties. Each athlete retains ownership, responsibility for, and/or other applicable rights in the User-Generated Content that they create, and SPOTASPORT and/or its partners or third parties retain ownership, responsibility for and/or other applicable rights in all SPOTASPORT Content. Except as expressly provided in the Terms, nothing in the Terms grants you a right or license to use any SPOTASPORT Content, including any content owned or controlled by any of SPOTASPORT’s partners or other third parties. You agree that you will respect the intellectual property rights of others, and represent and warrant that you have all of the necessary rights to grant SPOTASPORT a license (described further in part (d) below) for all User-Generated Content you submit in connection with the Services.

(c) SPOTASPORT’s License to You

You acknowledge and agree that the SPOTASPORT Services, any necessary software used in connection with the Services (if any), and the SPOTASPORT Content contain proprietary and confidential information that is protected by applicable intellectual property and other laws. SPOTASPORT grants you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services and SPOTASPORT Content, provided that you do not (and do not allow any third party to) copy, modify, create

a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the SPOTASPORT Content or SPOTASPORT Services to anyone else. This license is subject to the Terms, including our Community Guidelines and the following:

- **SPOTASPORT Content.** Except as expressly permitted by applicable law or authorized by SPOTASPORT, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services' software, or any SPOTASPORT Content offered as part of the Services (other than User-Generated Content), in whole or in part. Please do not download, copy, or save SPOTASPORT Content, except (i) as expressly permitted by the functionality of certain Services (e.g., printed maps) as provided for in the specific guidelines and/or additional terms applicable to those Services, or (ii) solely for personal use or your records.
- **Commercial Usage of the Services.** The Services, with the exception of certain products and services provided through the SPOTASPORT-branded websites and certain widgets that SPOTASPORT might make available as tools for website owners (collectively, the "**Commercial Tools**"), are intended only for your personal, non-commercial use. You may not use the Services (other than certain Commercial Tools) to sell a product or service, increase traffic to your own website or a third-party website for commercial reasons, such as advertising sales, or otherwise undertake any endeavor aimed at deriving revenue.
- **Linking to the Services.** If you would like to link to the SPOTASPORT Services on your website or application, please follow these rules: (i) any link to the Services must be a text only link clearly marked "SPOTASPORT" (without the use of any other trademark, logo copyright or any other intellectual property asset owned or controlled by SPOTASPORT) or in some other format directed by SPOTASPORT, (ii) the appearance, position and other aspects of the link may not damage or dilute the goodwill associated with SPOTASPORT's marks, (iii) the link must "point" to the root domain name of the SPOTASPORT Services and not to other pages within the Services, (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with SPOTASPORT, (v) when selected, the link must display the SPOTASPORT Service on full-screen and not within a "frame" on the linking website or service, and (vi) SPOTASPORT reserves the right to revoke its consent to the link at any time and in its sole discretion, and upon a notification to you of such revocation of consent, you agree to promptly remove the relevant link from your website or application.
- **Confusion or Impersonation.** Do not impersonate any person or entity, and/or falsely claim an affiliation with any person or entity.
- **Disruptions, Exploits, or Resource Abuse.** Do not interfere with or damage operation of the Services, including through unauthorized use, disruption, automated attacks, exploitation, or abuse of our resources.
- **Automated Querying.** Do not send automated queries of any sort to the systems and networks SPOTASPORT uses to provide the Services without the express written permission of SPOTASPORT.

- **Unlawful Uses.** You may only use the SPOTASPORT Content and Services for legally permitted purposes. You may not use the Services or any SPOTASPORT Content or other information displayed on or made available by the Services to stalk, harass, abuse, defame, threaten, or defraud others.

(d) Your License to SPOTASPORT

When you provide User-Generated Content to SPOTASPORT through the Services, you grant SPOTASPORT and the users using SPOTASPORT a non-exclusive, irrevocable, royalty-free, freely transferable, sub-licensable, worldwide right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), commercialize, create derivative works of, and otherwise exploit such User-Generated Content in connection with any and all Services. You acknowledge and agree that you are not entitled to any compensation or other payment from SPOTASPORT in connection with the use of your User-Generated Content.

The rights you grant in this license are for the limited purposes of allowing SPOTASPORT to operate the Services in accordance with their functionality, improve the Services, develop new Services, and to allow other SPOTASPORT members to use the Services in accordance with their intended function. Notwithstanding the above, SPOTASPORT will not make use of any of your User-Generated Content in a manner that is inconsistent with the privacy settings you establish within The SPOTASPORT Services.

SPOTASPORT reserves the right to monitor, remove or modify User-Generated Content for any reason and at any time, including User-Generated Content that believes to violate these Terms.

(e) Content Retention

Following termination of your account, or if you remove any User-Generated Content from the Services, SPOTASPORT may retain your User-Generated Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law. Furthermore, SPOTASPORT and its users may retain and continue to use, store, display, reproduce, share, modify, create derivative works, perform, and distribute any of your User-Generated Content that otherwise has been stored or shared through SPOTASPORT.

(f) Trademarks

SPOTASPORT owns or licenses all SPOTASPORT trademarks, service marks, branding, logos, and other similar assets (the “**SPOTASPORT Trademarks**”). You are not allowed to copy, imitate, modify, display or otherwise use the SPOTASPORT Trademarks (in whole or in part) for purposes other than personal use or in connection with any web or mobile product or service that is not authorized by SPOTASPORT, without prior written approval.

4. Third Party Links and Services

(a) Third-Party Services and Logins

You may enable or log in to the Services via various online third-party services, such as social media and social networking services like Facebook or Twitter (“**Social Networking Services**”). The Social Networking Services will provide SPOTASPORT with access to certain information that you have provided to them, and SPOTASPORT will use, store, and disclose such information in accordance with the Privacy Policy.

(b) Third-Party Applications

You may be able to access certain third-party links, applications or content (“Third-Party Applications”) via accounts related to our Services. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, and your access and use of such applications is entirely at your own risk. If you opt to use Third-Party Applications via your account with SPOTASPORT, they may gain access to certain information that you have provided to SPOTASPORT, including Personal Data, and they will use, store, and disclose such information in accordance with their individual privacy policies and terms and conditions. SPOTASPORT has no liability or responsibility for the privacy and information security practices or other actions of any Third-Party Applications that you choose to access through your accounts with SPOTASPORT.

(c) Third-Party Content

The SPOTASPORT Services may contain links to third-party websites, content, advertisers, services, promotions, special offers, or other events or activities (“Third-Party Content”) that are not owned or controlled by SPOTASPORT. SPOTASPORT does not endorse or assume any responsibility for Third-Party Content. If you access or pay for Third-Party Content, you do so at your own risk and you agree that SPOTASPORT has no associated liability.

5. Modifications to the Terms and Product-Specific Terms

(a) Updates to these Terms

SPOTASPORT reserves the right to modify these Terms by posting revised Terms on and/or through the Services (such as through a notification on the home page of the SPOTASPORT websites or in SPOTASPORT’s applications). Modifications will not apply retroactively unless required by law.

The modified version of the Terms will become effective as of the date specified in the Terms. Your use of the Services following that date constitutes your acceptance of the terms and conditions of the Terms as modified. If you do not agree to the modifications, you are not permitted to use, and should discontinue your use of, the Services.

(b) Product-Specific Terms

SPOTASPORT may also require you to agree to additional terms, rules, policies, guidelines, or other conditions (collectively, “**Product-Specific Terms**”) that are specific to certain Services. In such cases, you may be required to expressly consent to Product-Specific Terms. For instance, you might need to check a box or click on a button marked “I agree.” If any of the Product-Specific Terms are different than the Terms, the Product-Specific Terms will supplement, amend, or supersede the Terms, but only with respect to the subject matter of the Product-Specific Terms.

6. No Warranties

EXCEPT WHERE PROHIBITED BY LAW, SPOTASPORT EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT FULLY PERMISSIBLE UNDER THE LAW. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS BASIS.

Without limiting the foregoing, you understand that, to the maximum extent permitted by applicable law, SPOTASPORT makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any of the Services or any Content. To the maximum extent permitted by applicable law, SPOTASPORT does not warrant that (i) the Services will meet your requirements, (ii) the operation of the Services will be uninterrupted, virus- or error-free or free from other harmful elements or (iii) errors will be corrected. To the maximum extent permitted by applicable law, SPOTASPORT also make no representations or warranties of any kind with respect to Content; User- Generated Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from other users or through the Services, will create any warranty not expressly made herein. You therefore expressly acknowledge and agree that use of the Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

7. Limitation of Liability

To the maximum extent permitted by applicable law, under no circumstances (including, without limitation, negligence) shall SPOTASPORT, its subsidiaries, partners or any wireless carriers be liable to you or any third party for (a) any indirect, incidental, special, reliance, exemplary, punitive, or consequential damages of any kind whatsoever; (b) loss of profits, revenue, data, use, goodwill, or other intangible losses; (c) damages relating to your access to, use of, or inability to access or use the Services; (d) damages relating to any conduct or content of any third party or athlete using the Services, including without limitation, defamatory, offensive or illegal conduct or content; and/or (e) damages in any manner relating to any Third-Party Content, Third-party Products or Third-Party Activities accessed via the Services. To the maximum extent permitted by applicable law, this limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether SPOTASPORT has been informed of the possibility of such damage, and further where a remedy set forth herein is found to have failed its essential purpose. To the maximum extent permitted by applicable law, the total liability of SPOTASPORT, for any claim under these Terms, including for any implied warranties, is limited to the greater of one thousand Danish kroner (DDK1,000.00) or the amount you paid SPOTASPORT to use the applicable Service(s) in the past twelve months.

In particular, to the extent permitted by applicable law, SPOTASPORT is not liable for any claims arising out of (a) your use of the Services (including but not limited to your participation in any activities promoted by or accessed via the Services), (b) the use, disclosure, display, or maintenance of an athlete’s Personal Data and/or Location Data, (c) any other interactions with SPOTASPORT or any other users using the Services, even if SPOTASPORT has been advised of the possibility of such damages, or (d) other Content,

information, services or goods received through or advertised on the Services or received through any links provided with the Services.

8. Governing Law

These Terms shall be governed by and construed in accordance with Danish law, without regard to its conflict of law principles.

9. Disputes and Arbitration, Jurisdiction and Venue

To the maximum extent permitted by applicable law, you and SPOTASPORT agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

All disputes arising under the Terms between you and SPOTASPORT will be subject to the jurisdiction of the court located in Aarhus, Denmark, and you and SPOTASPORT hereby submit to the personal jurisdiction and venue of this court.

If you are a resident of Denmark: Notwithstanding anything in these Terms to the contrary, if there is a dispute that you and SPOTASPORT cannot resolve, you have the right to submit a complaint to the Danish Competition and Consumer Authority (Konkurrenceog Forbrugerstyrelsen, Center for Klageløsning, Carl Jacobsens Vej 35, 2500 Valby, mail: cfk@kfst.dk).

If you are a resident of the European Union: Notwithstanding anything in these Terms to the contrary, if there is a dispute that you and SPOTASPORT cannot resolve, you have the right to submit a complaint through <http://ec.europa.eu/consumers/odr>.

In addition, nothing in these Terms limits your rights to bring an action against SPOTASPORT in the local courts of your place of domicile. All disputes arising under the Terms between you and SPOTASPORT will be subject to the non-exclusive jurisdiction of the courts located in your place of domicile, or the courts located in Denmark, and you and SPOTASPORT hereby submit to the personal jurisdiction and venue of these courts.

10. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and SPOTASPORT because of the Terms or your use of the Services. The Terms and any Product- Specific Terms constitute the entire agreement between you and SPOTASPORT with respect to your use of the Services.

A failure to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You may not assign, delegate, or otherwise transfer your account or your obligations under these Terms without prior written consent from SPOTASPORT. SPOTASPORT has the right, in its sole discretion, to transfer or assign all or any part of their rights under these

Terms and will have the right to delegate or use third-party contractors to fulfill their duties and obligations under these Terms and in connection with the Services.

Any notice to you via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice to you under the Terms. SPOTASPORT is not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., “junk” or “spam” folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services, then it will be considered received twenty-four hours after it is first displayed.

11. Contact SPOTASPORT

If you have any feedback, questions or comments about the Services, please contact SPOTASPORT Support Team by email support@spotasport.dk. Please be sure to include in any email your full name, email address, postal address, and any message.

Thanks for reading all of this and welcome to SPOTASPORT!