

Terms and Conditions of commercial communication

These Terms and Conditions of commercial communication (“Terms”) together with relevant Insertion Order and Specification of Services form an agreement (“Agreement”) between Livesport s.r.o. meaning us (as the “Provider”) and you (as the “Customer”). Livesport s.r.o. is based in Bucharova 2928/14a, Prague 5, Czech Republic, ID no. 274 33 722, VAT ID: CZ 274 33 722, registered in commercial register maintained by Municipal Court in Prague, file no. C 113331. You can find more about us at www.livesport.eu/en or reach out to us via email sales@livesport.eu.

Subject

1. Under this Agreement we undertake to provide you with services specified in the Insertion Order which mainly consist of display of informational or marketing communication on agreed Project within agreed Position for agreed Period (“**Services**”) and you undertake to pay us the agreed Price for the Services.

2. Both you and we undertake to comply with the provisions of the Insertion Order, these Terms published as the newest on the day of signing on the following website: <https://livesport.eu/en/sales-preview> and Specification of Services attached to the Insertion Order. This Agreement is concluded on a non-exclusive basis for both parties.

3. In case the performance of the Services is supposed to be measured (e.g. by impressions) the statistics measured by us are deemed to be the sole source of information for assessment of the performance.

4. In case your content is about to be displayed in an order with other advertisements or in form resembling a rooster, your content will be placed as agreed in the Insertion Order, and if not agreed in the Insertion Order, then as “first come first served” or alphabetical order as we may decide. More information will be in the Specification of Services.

Representations and warranties

5. We represent and warrant that we have all necessary rights to provide the Services on the Selected Media indicated in the Insertion Order.

6. You represent and warrant that you have all the necessary licenses and regulatory approvals required by the applicable laws and regulations to conduct your business and to conclude and perform the Agreement with us.

7. If you use the Services to promote a third party, its products or services, then you also represent and warrant that such a third party has all necessary licenses and regulatory approvals required by applicable laws and regulations to conduct business and exploit the Services under this Agreement.

8. You represent and warrant that you are authorized to use any content you provide us with, and you hold sufficient right to authorize us to use the content for the performance of Services.

9. You represent that all content you provide us with for performance of the Services fully complies with all applicable laws and regulations. Moreover, any digital content shall:

- be malware/adware free,
- be adequately and properly programmed/made

- comply with privacy preferences indicated by the users of our products
- not cause overloads to our servers or devices of the users of our Media.

Rights and licenses

10. All the rights to the content shall remain yours and nothing in this Agreement shall be construed as a transfer of intellectual property rights to the content to us. You grant us necessary non-exclusive rights so we can use the content you provide us with for the performance of the Services.

Price and payment

11. You shall pay the Price of the Services as agreed in the Insertion Order. We will charge you on a monthly basis in advance, unless agreed otherwise in the Insertion Order. You shall pay the Price within fourteen (14) days upon receipt of an invoice in EUR on our bank account, unless agreed otherwise in the Insertion Order.

12. The Price we agreed is exclusive of VAT or similar indirect taxes and we shall be entitled to increase the Price for the amount corresponding to mandatory indirect tax according to applicable laws and regulations.

13. If you are required by applicable law to deduct or withhold any portion of the amounts payable to us as withholding tax (WHT) and such deduction is covered by a double tax treaty (DTT) between the state of your tax residency and the state of our tax residency, the invoiced amount may be reduced accordingly. In such cases, you shall remit the net amount to us and promptly provide us with an official certificate or other documentation confirming the payment of the WHT to the relevant authorities. Failure to provide us with the confirmation of the payment of the WHT to the relevant authorities gives rise to our right to claim the withheld amount from you immediately.

14. Unless expressly agreed otherwise in writing, you shall pay us the full invoice amount and bear any WHT that is not covered by a DTT, and also any other taxes, including but not limited to consumption taxes, excise taxes, fees, assessments, charges, or duties of any kind. These shall be borne solely by you and shall not reduce or affect the agreed remuneration specified in the Insertion Order.

Data protection

15. Both you and we shall at all times comply with applicable laws and regulations concerning privacy and personal data protection including the GDPR.

16. You shall not process in any manner whatsoever any personal data of users of our Media, unless these users interact with your virtual infrastructure (e.g. by clicking on your banner or link and being brought to your website) and without prejudice to such prohibition you shall immediately disclose to us any matter that needs to be included in our Privacy Policy and/or Cookie Policy for the purpose of compliance with the General Data Protection Regulation EU 2016/679 (the "GDPR").

Suspension

17. We may suspend provision of the Services to you in case any of the warranties and representations listed above appear to be untrue or inaccurate at any time. In such case you shall not be entitled to any refund or compensation for the unprovided Services due to justified suspension. Prior to the suspension we will inform you by email.

18. We may suspend provision of the Services to you also in case we have reasons to believe that the content you provide us with does not comply with these Terms, the Specification of Service, is infringing third party rights or contravenes applicable laws and regulations or our legitimate interests. In such a case we will notify you without undue delay. If the content you provided us with indeed failed to meet the Specification of Service, was infringing third party rights or applicable laws and regulations, you shall not be entitled to any refund or compensation for the unprovided Services due to justified suspension.

19. We may also suspend provision of the Services to you in case you fail to pay the Fee on time. In such a case we will notify you by email at least five (5) days prior to suspension. We will avoid the suspension if the Fee is credited to our bank account before the announced day of suspension. You shall not be entitled to any refund or compensation for the unprovided Services due suspension for late payment.

20. We will commence provision of the Services without undue delay upon your request once the issue that led to suspension is corrected.

Interruption of service

21. It is in the best interest of all parties involved to keep products we provide to our users constantly operating and available. However, we are unable to guarantee any service levels and therefore interruptions of provision of Services due to downtime of our products lower than 10% of the time shall not be deemed defective.

22. In case the provision of services to you commences later than agreed for reasons on your side, we reserve the right to continue the service until the agreed scope is achieved or to satisfy you in other adequate form, upon consultation with you.

Complaint handling process

23. We do our best to serve you with high quality Services and the satisfaction of our clients is of high importance for us. Therefore, we are interested in your feedback and we will gladly hear about any complaints you may have concerning our Services. Should you have such a complaint, please address them to your usual contact person with Livesport s.r.o. or contact us at sales@livesport.eu. We will do our best to resolve your matter urgently within 7 business days. We however cannot exclude situations when dealing with your matter will last longer due to the complexity of nature or involvement of third parties. In all cases we will inform you regularly about the progress of dealing with your complaint and once resolved we will provide you with the outcome and the reasoning thereof.

Mediation

24. We are prepared to accept any mediator from the CEDR panel of mediators available here www.cedr.com/p2bmediation.

Indemnity

25. Notwithstanding the Limitation liability clause, you shall be fully responsible for the content you provide us for performance of the Services and you undertake to indemnify us for all damages, claims, losses and costs we may suffer as a result of publishing your content in line with the Insertion Order, including but not limited to those suffered or incurred by us as fine or penalty for any illegal content or third party intellectual property claims.

Liability limitation

26. Both you and we agreed to limit the compensation for any damage and loss incurred by either of us, unless the damage and loss is caused intentionally or through gross negligence, so that the total compensation, including lost profits, is limited to the amount actually paid by you to us under the Agreement. Considering all the circumstances relating to the conclusion of this Agreement, both you and we acknowledge that the aggregate foreseeable damage either of us may incur as a result of defects in the performance of the other party equal, at most, to the amount actually paid by you to us under each relevant Insertion Order.

Confidentiality

27. Both you and we undertake to keep all information about this Agreement and its performance confidential. That means adoption and maintenance of rules and procedures at least as strict as measures each of us uses to protect its own confidential information and trade secrets. This duty shall survive termination or expiry of this Agreement for two (2) years.

Duration and Termination

28. The Agreement shall become effective as of the date of acceptance by the latter of the parties and shall remain in effect until the last day of the Service Period or until terminated in line with this Agreement.

29. Without prejudice to our right to interrupt the Services in accordance with the preceding clauses, we shall have the right to terminate the Agreement by a notice in writing in the event that we become unable to provide the Services due to technical or legal reasons or if the provision of Services has been suspended for more than fifteen (15) days without remedy from your side. We may also terminate this Agreement if we deem our cooperation no longer meeting our business interests. In these cases we will serve you with a thirty (30) days prior notice in writing.

30. You shall have the right to terminate the Agreement by giving notice in writing in the event that you are prevented due to legal reasons from exploiting the Services. In such a case the Agreement shall terminate with effect from the end of the calendar month in which notice is given, unless the parties mutually agree on another date of termination. You may also terminate the Agreement immediately in case we substantially breach the Agreement and we fail to remedy the breach within fifteen (15) days from receipt of your written notice.

31. We will adjust the Price on a pro-rata basis and refund you for the already paid Price for the Services you could not enjoy. That does not apply in cases where the provision of Services could not be completed or was suspended due to reasons on your side; in such a case, we will be charging you the full Price for the Services that were ordered but not provided and which were supposed to be provided.

Data access and differentiated treatment

32. We do not retain any personal data or other data, or both, which you or consumers provide for the use of the Services or which are generated through the provision of the Services, therefore no access can be granted during the term or after the termination of the Agreement .

33. There is no differentiated treatment of the goods or services offered through our Services to consumers on our Projects.

General provisions

34. The parties agree that all rights and obligations under this Agreement may be transferred or assigned from either party to any of companies belonging to that party's group with a prior written notice (which may also be given by e-mail) to the other party. Any other transfer or assignment of any rights and obligations require a written consent of the other party.

35. The requirement for any communication to be done in writing is fulfilled if it is done by email.

36. The agreement shall be governed by the laws of the Czech Republic and the Czech courts shall have exclusive jurisdiction and competence in respect of any dispute, lawsuit, action or proceedings which may arise out of or in connection with this agreement.

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