

These Terms of Use (the “Terms”) govern your access and use of the SportsTech Match website, email newsletter, and related services (the “Services”) provided by SportsTech Match . (collectively “we,” “us,” or “our”). Please read these Terms carefully.

BY SUBSCRIBING TO OUR NEWSLETTER AND EACH TIME YOU ACCESS AND USE THE SERVICES, YOU SIGNIFY THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SERVICES.

1. Your Responsibilities.

You are responsible for obtaining and maintaining at your own cost all equipment and services needed for access to and use of the Services. When you subscribe to our newsletter and each time you access the Services, you may be providing certain information about yourself. You agree that we may use any information that we obtain about you in accordance with the provisions of our Privacy Policy. If you elect to subscribe to our newsletter, you agree to: (a) provide true, accurate, current, and complete information as prompted by the form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. In addition, you agree not to use the Services to: (a) violate any local, state, national, or international law or regulation; (b) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable; (c) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (d) transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) stalk, harass, or harm another individual, including revealing the real name of any fellow user that has chosen to use an alias on the Services; (f) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (g) use any “robot,” “spider,” “rover,” “scraper” or any other data-mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute any data from the Services, our network or databases; or (h)

interfere with or disrupt the Services or servers or our networks, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

2. User Submissions.

We do not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials you submit for display or distribution to others through the Services (collectively, "User Submissions"). As between you and us, you own all rights to your User Submissions. However, you grant to us and our affiliates, representatives, sublicensees and assigns an irrevocable, perpetual, non-exclusive, fully-paid license (sublicensable through multiple tiers) throughout the universe to use, distribute, syndicate, license, reproduce, modify, adapt, publish, translate, publicly perform, create derivative works and publicly display your User Submissions (in whole or in part) in any format or medium now known or later developed; provided, however, that our exercise of our rights under the foregoing license shall at all times be subject to the limitations imposed on us under our Privacy Policy. We reserve the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes without any compensation to you. These advertisements may be targeted to the content or information stored on the Services. In consideration for us granting you access and use of the Services, you agree that we may place such advertisements throughout our Services. We do not pre-screen User Submissions, and you agree that you are solely responsible for all of your User Submissions. We are not required to host, display, or distribute any User Submissions, and may remove at any time or refuse any User Submissions. We are not responsible for any loss, theft or damage of any kind to any User Submissions. You represent and warrant that your User Submissions and our authorized use of such submissions do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights). You, and not we, are responsible for any consequences of sharing personal information about yourself on public areas of the Service, such as your home address or the home address of others.

We own all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating your content (but not your original content). When you use a feature on the Services that allows users to share, transform, readapt, modify, or combine user content with other content, you grant us and our users an irrevocable, non-exclusive, royalty free, perpetual, right and license in the universe to use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate your content in any medium and through any form of technology or distribution and to permit any derivative works to be licensed under these same license terms. The rights granted under this Section 2 will survive the termination of these Terms.

All content and materials provided on the Services are intended for general information, general discussion, education, and entertainment purposes only. Do not construe that such content is either endorsed or verified by us. THE CONTENT IS PROVIDED "AS IS," AND YOUR USE OR RELIANCE ON SUCH MATERIALS ARE SOLELY AT YOUR OWN RISK.

3. Copyright Infringement and Trademark Rights.

We respect the intellectual property rights of others. Accordingly, we have a policy of removing User Submissions that violate copyright law, suspending access to the Services (or any portion thereof) to any user who uses the Services in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the services in violation of copyright law. We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe a user of the Services is infringing your copyright, please provide written notice to our agent listed below for notice of claims of copyright infringement.

SportsTechMatch .

Email: info@SportsTechMatch.com

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material; (d) contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address); (e) contain a

statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Please do not send notices or inquiries unrelated to alleged copyright infringement to our designated copyright agent.

If you believe that your trademark is being used somewhere on the Services in a way that constitutes trademark infringement, the owner or an agent of the owner may notify us at info@sportstechmatch.com. We ask that any complaints provide the accurate identity of the owner, how we may contact you, and the specific nature of the complaint.

4. Termination.

We may terminate your membership or suspend your access to all or part of the Services, without notice, if you violate these Terms or you engage in any conduct that we, in our sole and absolute discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to the interests of us, any other user of the Services, or any third party. **YOU AGREE THAT SportsTech Match SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR REMOVING YOUR USER SUBMISSIONS OR SUSPENDING OR TERMINATING YOUR ACCESS TO THE SERVICES (OR ANY PORTION THEREOF).** You may discontinue your participation in and access to the Services at any time. We reserve the right to investigate your use of the Services in the event we, in our sole and absolute discretion, believe you have violated these Terms. Upon termination, we have no obligation to retain, store, or provide you with any data, information or other content that you uploaded, stored, or transferred on or through the Services.

5. Modifications To Terms.

We may, in our sole and absolute discretion, change these Terms from time to time. We will post notice of such changes on the Services. If you object to any such changes, your sole recourse shall be to stop using the Services. Your continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

6. Modifications To the Services.

We reserve the right to modify or discontinue all or any aspect of the Services with or without notice to you. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE SERVICES.

7. Fees.

We reserve the right at any time to charge fees for access to the Services or to any specific new feature or content that we may introduce from time to time. In no event will you be charged for access to any Services unless we obtain your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, you may not have access to paid content or services. Details regarding the content or services you will receive in exchange for fees, as well as the payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. You agree to pay such fees if you sign up for any fee-based service. Any such terms and conditions shall be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

8. Password and Security.

At this time, SportsTech Match does not require a password to access the Services. If at some point in the future we do require a password, you are responsible for maintaining the confidentiality of your password to access the Services, and you are solely responsible for all activities that occur under your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security related to the Services. We reserve the right to require you to alter your password if we believe that your password is no longer secure. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD.

9. Links.

We may provide links to other Web sites or Internet resources for your convenience only, and such links do not signify or imply our endorsement of such other Web site or resource or its contents. YOU AGREE THAT WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION,

SOFTWARE, OR MATERIALS FOUND AT ANY OTHER WEB SITE OR INTERNET RESOURCE.

10. Commercial Use.

You may not copy, make derivative works, resell, distribute, or make any commercial use of (other than to keep and share information for your own non-commercial purposes) any content, materials, or databases from our network or systems. You may not sell, sublicense or redistribute our software applications or incorporate them (or any portion of them) into another product. You may not reverse engineer, decompile or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law) or the communications protocol for accessing the Services or our networks. You may not modify, adapt or create derivative works from the software or remove proprietary notices in the software.

11. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO SportsTech Match (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). WE MAKE NO WARRANTY THAT SportsTech Match WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU ACKNOWLEDGE THAT ACCESS TO DATA (INCLUDING, BUT NOT LIMITED TO, DOCUMENTS, PHOTOGRAPHS, AND SOFTWARE FILES) STORED BY YOU OR OTHERS ON THE SERVICES IS NOT GUARANTEED AND THAT WE SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS OF DATA CAUSED BY THE SERVICES OR THEIR UNAVAILABILITY. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE

AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SportsTechMatch OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

12. Limitation of Liability.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE SERVICES. UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE AMOUNT OF FEES YOU PAID US (IF APPLICABLE) FOR A PERIOD OF THREE MONTHS PRIOR TO THE DATE YOU SUBMIT A CLAIM.

13. Exclusions And Limitations.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

14. Indemnification.

You agree to indemnify, defend, and hold harmless us, our parents, subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising

from your (or anyone using your accounts) violation of these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

15. Trademarks & Patents.

“SportsTechMatch ,” both the word mark and the design marks, our site names and logos, as well as certain other of the names, logos, and materials displayed in the Services constitute trademarks, trade names, service marks or logos (“Marks”) of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

16. Copyrights; Restrictions on Use.

The content on the Services (the “Content”), including without limitation, video, text, photos, and graphics, is protected under the Netherlands and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by us or our licensors. Other than with respect to your own User Submissions: (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and that of our applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. We give you a personal, revocable, non-assignable, non-sublicensable and non-exclusive right to access and use the Services in the manner permitted by these Terms.

17. Electronic Notices.

You agree to transact with us electronically. Your affirmative act of registering, using or logging into the Services constitutes your acceptance signature to these Terms. WE MAY PROVIDE NOTICES TO YOU ELECTRONICALLY (1) VIA E-MAIL IF YOU HAVE PROVIDED US WITH A VALID EMAIL ADDRESS OR (2) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE. The delivery of any Notice is effective when sent or posted by us, regardless of whether you read the Notice or actually receive delivery. You can

withdraw your consent to receive Notices electronically by discontinuing your use of the Service.

18. Compliance with Local Laws.

The Services are based in The Netherlands . It is not designed or customized for any other country. You may use them only if they comply with the laws of the country from which you are accessing the Services.

19. Miscellaneous.

These Terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. In the event of any conflict between these Terms and terms of a specific site within the network of Sites, these Terms shall govern. These Terms and the relationship between you and us shall be governed by the laws of the The Netherlands as applied to agreements made, entered into, and performed entirely in the The Netherlands , notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Services shall be brought in the courts located in the The Netherlands , and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of us and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. The terms of Sections 2 and 11 through 19 of these Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Services.