

**THIS TERMS & CONDITIONS CAN BE DONWLOADED AND SAVED ON YOUR COMPUTER**

**TERMS & CONDITIONS for the provision of Services via sportbm**

Terms & Conditions in force from May 25, 2018.

**§ 1 (Definitions)**

1. Terms & Conditions - this document, together with all appendices thereto, providing in particular terms and conditions for the provision of Services by the Service Provider for the Recipients.
2. Service Provider - entity providing Services pursuant to terms and conditions provided in Terms & Conditions: Blue Service Sp. z o.o. company, with its registered office in Poland, in Sopot (81718), at Powstańców Warszawy Street 19, registered in the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, under the NCR number" 0000350284, TIN: 204-000-24-95, e-mail address: info@blueservices.pl.
3. Recipient - natural person, legal entity, or an organizational unit not holding legal personality, holding full legal capacity, who utilizes Sport BM, for whom the Service Provider renders Services via Sport BM functionality. Recipients are Academy's, Administrators, Coaches and Guardians.
4. SportBM - IT system by which the Service Provider renders Services, including Internet service available at sportbm.com and through Mobile Applications.
5. Mobile Application - application for mobile devices (e.g. tablets, smartphones) which may be made available by the Service Provider to the Recipient for all or selected operating systems (e.g. iOS, Android, Windows), in particular by Internet services kept by third parties (e.g. App Store, Google Play).
6. Academy - entity operating within conducting or organizing an academy, school, club, course or any other forms of sport classes or classes of a similar nature, for whom the Service Provider renders Services within the scope provided by Terms & Conditions, in particular allows the Academy to maintain Academy's Account. Academy is represented within the use of Academy's Account by an Administrator designated by the Academy. On behalf of the Academy, the Academy's Account may also be used by a single or numerous Coaches authorised by the Academy. Within the SportBM Internet service Academy may also be referred to as a school or a sport club.
7. Academy's Account - Internet service of an Academy, functioning within SportBM, of which functionality and Services rendered through it are made available by the Service Provider for the Recipients through the Internet.

8. Administrator – identified natural person who represents the Academy, within a scope provided with Terms & conditions, in particular authorized for concluding an agreement with the Service Provider on behalf of the Academy for the provision of services electronically and to manage Academy's Account.
9. Coach – identified natural person acting on behalf of the Academy, within a scope provided with Terms & Conditions, in particular authorized for managing a Team or Teams identified within Academy's Account. Academy may authorize a single or numerous person for acting on their behalf by Coaches, within the use of Academy's Account, including granting them selected or all powers of Administrator.
10. Guardian – identified natural person who is the statutory representative of a single or several Players, utilising the Services within the scope provided with Terms & Conditions, in particular who undertakes any activities within SportBM functionality on behalf and for the Players for whom they are the statutory representative.
11. Player – identified natural person who is the participant in the Academy. In case in which the Player is a minor or a person not holding full legal capacity, any activities within SportBM functionality are undertaken by the Guardian on their behalf and for them. If the Player is of age and holds full legal capacity they can personally hold the position of Guardian against themselves.
12. Team – a specific group of Players, identified within Academy's Account.
13. Profile – individual account of an Administrator, Coach, Guardian or a Player in SportBM.
14. Services – services rendered for the Recipients via SportBM, within the scope provided with Terms & Conditions, in particular those referred to in § 3, consisting services provided electronically.
15. Test period – a period of test, free of charge use of Academy's Account, calculated from the first day of registering by the Academy in SportBM a given Academy's Account, until the day of the end of test period, pursuant to § 4(2) of Terms & Conditions.

## **§ 2 (Preliminary Provisions)**

1. The Service Provider hereby creates these Terms & Conditions for establishing terms and conditions for the electronic provision of Services by the Service Provider.
2. Provision of Services by the Service provider and usage of these Services by Recipients is governed by terms and conditions set forth within these Terms & Conditions.
3. The Service Provider shall communicate with them Recipients and conclude with them an agreement for electronic provision of services, pursuant to these Terms & Conditions, in German, however, depending on Recipient's

choice, the Service Provider may also communicate with Recipients also in English or Polish.

4. Unless provided otherwise by these Terms & Conditions, each Recipient may communicate with the Service Provider:
  - a) by means of electronic communication, with an e-mail address: support@sportbm.com;
  - b) in writing, onto the address: Blue Services Sp. z o.o., Powstańców Warszawy Street 19, 81718 Sopot, Poland, with an addition: „SportBM”.
5. Unless provided otherwise by these Terms & Conditions, the Service Provider may communicate with the Recipient by means of electronic communication or in writing, whereas the provision of these Terms & Conditions or the provisions of law do not provide otherwise – the primary form of communication with the Recipient shall be e-mail messages.

### **§ 3 (Type and extent of services provided electronically)**

1. The Service Provider, pursuant to terms and conditions provided by Terms & Conditions, shall provide Services:
  - a) for the Academy – within an extent provided in section 2, whereas on behalf of the Academy the services shall be utilized by the Administrator and Coaches,
  - b) for Recipients other than an Academy, in particular for the Guardian and Player – within an extent provided with section 3.
2. Services rendered for the Academy shall consist in particular of:
  - a) providing a possibility to create and maintain Academy's Account, whereas for each Academy's Account an individual URL address shall be given;
  - b) allowing the management of Academy's Account by the Administrator or to utilisation of Academy's Account functionality by the Coaches;
  - c) storing and publicising, within Academy's Account, any data regarding the Academy, in particular regarding Teams conducted by the Academy, Players associated with the Academy, types of courses organized by the Academy and dates thereof;
  - d) providing access to Academy's Account to Guardians invited by the Academy to whom the Administrator or Coach shall send invitations to use Academy's Account;
  - e) allowing moderation of opinion posted on Academy's Account by Recipients;

- f) providing other functionalities of SportBM or Academy's Account, available for the Administrator or Coach via internet site of Academy's Account or Mobile Application.
3. Services rendered for Recipients other than the Academy shall consist in particular of:
  - a) allowing Guardians utilisation of functionalities of Academy's Account to which a given Guardian shall be invited by the Administrator or Coach of a given Academy, in particular in regard to Players on whose behalf a given Guardian operates;
  - b) providing and allowing usage of other SportBM's functionalities or of the functionalities of Academy's Account available to Recipients other than the Academy via the internet page of Academy's Account or Mobile Applications, including to act as the Administrator, Coach or Guardian.
4. Academy may communicate Guardians information in a form of electronic mail sent via the functionality of a given Academy's Account to which given Guardians are ascribed.
5. Full scope of Services and full functionality of SportBM shall be made available to Recipients via SportBM internet service, whereas via Mobile Application provided to Recipients shall be only selected functionalities of SportBM.
6. Detailed rules for using SportBM functionalities, including the functionalities of Academy's Account, and description of services shall be contained in SportBM internet service.

#### **§ 4 (Conditions for providing services electronically)**

1. Service Provider shall provide Services electronically only to those Academies (represented by the Administrator) who shall conclude with the Service Provider an agreement for provision of services electronically, pursuant to conditions provided with §7, including registration of Academy's Account in SportBM.
2. After proper registration of Academy's Account, the Academy shall be provided a possibility of free-of-charge usage of Services within a given Academy Account throughout the Test Period. Service Provider reserves the right to terminate the free-of-charge Test Period at any time, however not before the day of 2018-01-0. On the expiry of the free-of-charge Test Period and on the change to Terms & Conditions resulting from this fact the Service Provider shall inform the Recipients with proper notice, pursuant to the procedure of §1(3) of Terms & Conditions.
3. The right for free-of-charge usage of Services within a given Academy's Account within the Test Period shall be granted to the Academy only one time.

4. Service Provider reserves the right to introduce charges for using the Services via SportBM after the expiry of Test Period, pursuant to section 2, on which the Service Provider shall inform the Recipients with proper notice, pursuant to the procedure on changes to Terms & Conditions set forth in §10(3). After the expiry of free-of-charge Test Period, the usage of Services by the Academy within the full functionality of a given Academy's Account shall still be possible, however only after the Academy accepting changes to Terms & Conditions, the Price List indicated by the Service Provider and after making proper payment by the Academy. To avoid any doubts, Service Provider represents and confirms that after the expiry of free-of-charge Test Period, without acquiring explicit consent of the Academy, they shall not burden the Academy with any charges for using Services via SportBM, however in case of not acquiring proper consent and payment they shall be entitled to block the Academy the possibility of further use of Services.
5. Service Provider shall provide Services electronically only to those Recipients, other than Academies, who shall conclude with the Service Provider an agreement for provision of services electronically, pursuant to conditions provided with §7.
6. Service Provider, other than Academy, save section 5, may act as the:
  - a) Administrator – provided such roles shall be indicated at the moment of Academy's Account registration in SportBM, or when they shall be made an Administrator within a given Academy's Account by another Administrator of Academy's Account;
  - b) Coach – provided such position shall be granted to them within a given Academy's Account by its Administrator or another Coach holding proper competences within this extent;
  - c) Guardian – provided they shall be invited within such role to a given Academy's Account by its Administrator or a Coach holding proper competences within this extent and shall register in SportBM at least one Player.
7. Use of Services by Recipients other than Academies within the functionality of SportBM is free of charge, whereas full functionality of a given Academy's Account shall be made available to such Recipients only in case when a given Academy's Account shall not be blocked.
8. The Academies may be natural persons, both running and not running business or professional operations, legal persons and organizational units not holding legal personalities.
9. Administrators, Coaches and Guardians shall only be natural persons. Natural persons may use SportBM's functionalities as Academies, Administrators, Coaches or Guardians provided solely if they are of age and hold full legal capacity.

10. Identification of Recipients in SportBM shall be made based on their identification (e-mail address) and a password defined by them.
11. Recipients shall maintain the confidentiality of identifications and access passwords referred to in section 10. In case when a suspicion shall arise regarding an unauthorized person learning the identification or password, the Recipient shall inform on this the Service Provider via e-mail message sent onto the address: support@sportbm.com and change the password.
12. In order to acquire information on the status of realization of Services, the Recipient shall provide the Service Provider their e-mail address.
13. The Service Provider shall make all efforts for the Services to be realized correctly and for the SportBM internet service, provided Mobile Applications and Academy's Accounts shall remain fully functional. None of the provisions of these Terms & Regulations shall authorize the Recipient to demand or introduce any changes to the SportBM internet service or Mobile Applications.
14. Any changes to the SportBM internet service or Mobile Applications shall be introduced by the Service Provider in a manner interfering with their proper functioning or provision of Services to a possibly smallest extent, considering necessary time for proper conduct of technical activities aimed at implementation of changes in the SportBM internet service in the computer system or providing Mobile Applications and actual production capabilities of the Service Provider.

#### **§ 5 (Technical Requirements)**

1. Services provided by the Service Provider pursuant to these Terms & Regulations shall be provided electronically with the internet network.
2. Use of Services is possible via:
  - a) the internet service available at sportbm.com;
  - b) Mobile Applications.
3. For correct use of Services, the Recipient should comply with minimum technical requirements:
  - a) have a device ensuring access to internet network and equipped with software allowing proper viewing of internet sites (e.g. internet browser) or allowing installation and usage of a Mobile Application.
  - b) have an e-mail account;
  - c) have a connection with the internet network.
4. Each Recipient shall make payments associated with access to the internet and data transfer, according to the tariff of their operator.

## **§ 6 (Prohibition to provide content of unlawful nature by the Recipient)**

1. The Recipient shall use the Services in a manner compliant with the provisions of law and the principles of community life.
2. It is prohibited for the Recipient to provide content of unlawful nature, in particular the Recipient shall not post on SportBM, via SportBM's functionality, contents which are:
  - a) vulgar, offensive or contrary to good manners;
  - b) violating generally applicable provisions of law of rights of third persons;
  - c) violating the good name or honour of other Recipients or Players;
  - d) violating good name or honour of the Service Provider.
3. Each Recipient shall be fully liable for:
  - a) any content published by them in SportBM;
  - b) the authenticity of data provided by them in SportBM;
  - c) the manner in which they use the functionalities of SportBM.
4. The Recipient shall not, within and via the functionalities of SportBM, including Academy's Account or Mobile Applications, process personal data of third parties if they shall not hold proper authorizations for processing of these data.
5. It is prohibited for the Recipient to provide third parties, by electronic mail messages sent within the functionality of SportBM referred to in §3(4), unordered trade information of unlawful nature referred to in section 2.
6. A person who shall post any audio-visual material in SportBM (e.g. a photograph) shall hold proper title or an authorization of a person or persons present in this audio-visual material to use their image, consisting of posting and making publicly available the audio-visual material in SportBM.

## **§ 7 (Conditions for concluding and terminating the agreement for provision of services electronically)**

1. The procedure for concluding by the Service Provider with the Academy, represented by an Administrator, an agreement for providing electronic services shall be as follows:
  - a) The Administrator shall provide SportBM their e-mail address onto which the Service Provider shall send a message containing an activation link to the registration form in SportBM that allows the creation of Academy's Account;
  - b) in the registration form the Administrator shall provide data necessary to create Administrator's Profile in the SportBM and the Academy's Account;
  - c) The Administrator shall confirm that they have read and accepted these Terms & Conditions;

- d) Administrator's Profile and School's Account shall become active after the completion of registration procedure indicated above.
2. The procedure for concluding by the Service Provider with the Coach an agreement for providing electronic services shall be as follows:
  - a) The Administrator, via SportBM's functionality, shall send the candidate for the Coach a message to containing an activation link to the registration form in SportBM that allows the creation of Coach's Profile;
  - b) After clicking on the received link referred to in letter a), the Coach shall be redirected to a proper registration form and further procedure shall be held similarly to the procedure indicated for the Administration in section 1, save that in regard to the Trainer the procedure for creation Academy's Accounts shall be excluded.
3. The procedure for concluding by the Service Provider with the Guardian an agreement for providing electronic services shall be as follows:
  - a) The Administrator or Coach, via SportBM's functionality, shall send an e-mail message to the Guardian containing a link redirecting to the registration form which allows the creation of Guardian's Profile and adding a Player to a given Academy's Account;
  - b) after clicking on the received link referred to in letter a), the Guardian shall be redirected to a proper registration form and further procedure shall be held similarly to the procedure indicated for the Administration in section 1, save that:
    - 1) in regard to the Guardian the procedure for creation Academy's Accounts shall be excluded.
    - 2) aside their own Profile the Guardian shall also create Player's Profile or shall create Player's Profile only, in case in which they are of age, hold full legal capacity and shall personally perform the responsibilities of a Guardian against themselves.
4. The agreement for the provision of services electronically concluded by the Service Provider with the Recipient pursuant to section 1, 2 and 3 shall be concluded on the moment on which the Recipient shall accept this Terms & Conditions and shall consist a master agreement concluded for an indefinite period.
5. Creation of a Profile in SportBM by the Recipient shall require providing the following information by the Recipient:
  - a) e-mail address - which shall also serve as a login to SportBM;
  - b) password - which shall also serve as an access password to SportBM;
  - c) name and last name of the Administrator, Coach or the Guardian - depending which Profile is created;
  - d) name and last name of the Player - in case of creating Player's Profile;



- e) identity document or passport number;
  - f) name of Academy Account – in case of creating an Academy's Account by the Administrator.
6. During the period in which the agreement for provision of services electronically shall remain in force, the Administrator may, at any time, initiate new or close Academy's Accounts maintained by them and, within their own discretion, to allow or deprive of access to them to other Recipients, save that in case in which one Administrator shall lose access to Academy's Account (e.g. by Removing Administrator's Profile), this shall be treated equally as termination of a given Academy's Account – each active Academy's Account must have at least one active Administrator.
7. The Recipient who shall acquire access to a given Academy's Account shall also acquire a right to use Services only within this Academy's Account. Use of Services within another Academy's Account shall require the Recipient to acquire access to another Academy's Account.
8. The Administrator shall be entitled to withdraw, at any time, authorization to use Academy's Account by the Coach. For realization of the above title, the Administrator shall deprive the Coach from access to a given Academy's Account by making proper change to the status of a given Coach in the administration panel of Academy's Account.
9. At any time, it is possible for the Academy to resign from using Academy's Account or to terminate the agreement for providing services electronically, without the necessity to give reason, where such resignation or termination shall be accomplished pursuant to the following procedure:
- a) resignation or termination shall be made based on a declaration made by the Administrator representing the Academy before the Service Provider;
  - b) in the declaration the Administrator shall indicate whether the declaration regards resignation for using a given Academy's Account or the termination of an agreement for provision of services electronically by the Academy, which in such case it shall result in termination of all Academy's Account maintained by the Academy, save letter c);
  - c) if the declaration referred to in letter a shall regard the resignation from using the only Academy's Account maintained by the Academy, such shall affect in termination of an agreement for the provision of services electronically concluded by the Academy;
  - d) declaration referred to in letter a) shall be submitted by electronic mail onto the address:  
support@sportbm.com or with traditional mail onto Service Provider's address and shall be effective as of the day of receiving such declaration by the Service Provider;
  - e) in case in which the Service Provider shall receive the declaration referred to in letter a) they shall immediately terminate Academy's Accounts

which the declaration shall regard, and therefore they shall deprive of access all Administrators, Coaches or Guardians.

10. At any time, it is possible for the Recipient other than Academy to resign from using SportBM's functionality and to terminate the agreement for providing services electronically, without the necessity to give reason, where such resignation or termination made by such Recipient shall be accomplished pursuant to the following procedure:
  - a) such resignation or termination shall be made based on a declaration of the Recipient which in turn shall be submitted by electronic mail onto the address: support@sportbm.com or with traditional mail onto Service Provider's address;
  - b) in case of receiving Recipient's declaration on the termination of the agreement referred to in letter a), the Service Provider shall immediately block the Profile of a given Recipient, and therefore shall deprive them of access to SportBM and all Academy's Accounts to which they held access;
  - c) submission of a declaration on the termination of the agreement for provision of services electronically with the Service Provider by the sole Administrator of a given Academy's Account shall be treated as submission of a declaration on the resignation from using a given Academy's Account to which proper provisions of section 9 shall apply;
  - d) blocking of Guardian's Profile pursuant to the procedure provided within this section shall also result in blocking all Player's Profiles, ascribed to a given Guardian - the Player shall not remain without a Guardian - unless the Player is of age, holds full legal capacity and is able and willing to personally perform the responsibilities of the guardian against themselves.
11. The Administrator of a given Academy's Account or Coach holding proper authorizations may at any time detach Player's or Guardian's Profile from a given Academy's Account priorly ascribed to such Administrator, and therefore block the possibility to use a given Academy's Account by the Guardian or Player. For realization of the above title, the Administrator or Coach shall deprive the Guardian or Player from access to a given Academy's Account by making proper change to the status of a given Guardian or Player in the administration panel of Academy's Account.
12. The Guardian may at any time detach Player's Profile from a given Academy's Account priorly ascribed to such Guardian based on Guardian's declaration made via e-mail, sent onto the address: support@sportbm.com or with traditional mail onto Service Provider's address.
13. The Service Provider shall be entitled to terminate the agreement for the provision of services electronically concluded with the Recipient in case of violation by a given Recipient the provisions of Terms & Conditions, in particular the provisions of §6. Termination of the agreement for the provision

of services electronically, pursuant to the procedure of sentence 1 shall be made by the Service Provider in a form of a declaration made before proper Recipient via electronic mail.

14. Termination of the agreement by the Service Provider, pursuant to the provision of section 13, with the sole Administrator of Academy's Account shall equally result in termination of the agreement concluded with the Academy, within the extent regarding a given Academy's Account - on such case the Service Provider shall immediately terminate a given Academy's Account.
15. Termination of the agreement by the Service Provider, pursuant to the procedure provided in section 13, concluded with the Coach (who does not hold the position of sole Administrator in any of Academy's Accounts) or Guardian shall result in depriving them of access to all Academy's Accounts to which they held access, and in case of the Guardian this shall also result in termination of all Player's Profiles ascribed to a given Guardian - the Player shall not remain without a Guardian - unless the Player is of age, holds full legal capacity and is able and willing to perform the responsibilities of the Guardian against themselves.
16. Termination of Academy's Account due to any reason shall equally result in depriving all Recipients of access to a given Academy's Account.
17. Recipients who are consumers shall be entitled to withdraw from the agreement for the provision of services electronically concluded with the Service Provider, without giving reason, by means of submitting a declaration before the Service Provider within fourteen days from the conclusion of the agreement.
18. Declaration on withdrawing from the agreement for the provision of services electronically, referred to in section 17, may be submitted before the Service Provider, among other, in writing, onto Service Provider's address indicated in §2(4)(b), via form consisting Appendix no. 1 to the Terms & Conditions, of which template is also available in SportBM internet service, or by providing the declaration to the Service Provider by electronic mail onto the address: support@sportbm.com.
19. The Service Provider shall immediately send the Recipient who is a consumer a confirmation of receiving the declaration on withdrawing from the agreement for the provision of services electronically, contained on a durable medium (e-mail message), which declaration was submitted in accordance to section 8.

### **§ 8 (Complaint Procedure)**

1. Complaints shall be filed electronically onto the address: support@sportbm.com, or by traditional mail into Service Provider's address indicated in §2(4)(b).

2. The subject of complaint shall be the performance of Service by the Service Provider contrary to terms and conditions set forth in these Terms & Conditions.
3. The complaint shall contain indication of the Recipient and a brief description of submitted reservations. If the complaint shall require supplementation, the Service Provider shall request the Recipient to supplement the complaint or to provide specifics of given reservations.
4. The complaint shall be reviewed immediately, not later than within 14 days from the day of its receipt.
5. In particularly cases where the review of a complaint and provision of response within the period provided in section 4 shall be impossible, the Service Provider shall explain the Recipient the reasons for delay and shall indicate circumstances which must be determined in order to review the complaint and shall provide the anticipated period for complaint review and providing a response, whereas such period shall not be longer than 30 days from the day of receiving the complaint.
6. Response to complaint shall be provided on paper or another durable medium, where in providing the response to complaint the Service Provider shall as much as possible use the same communication channel with which the complaint was filed, insofar as it shall be possible to maintain the form of a durable medium with this procedure.
7. The complaint procedure shall not exclude Recipient's rights held by them pursuant to the regulations of law. Recipient shall be entitled to file a motion against the Service Provider before the common court competent pursuant to the regulations of law in force.
8. Recipient who is a consumer may also use non-judicial measures for pursuing claims.
9. Recipients who are consumers are provided electronic connection to ODR platform:  
[ec.europa.eu/odr](http://ec.europa.eu/odr).
10. Bases for complaint shall not consist invoking the following circumstances:
  - a) associated with improper functioning of computer hardware or internet browser used by the Recipient;
  - b) associated with improper functioning of telecommunication connections or systems of telecommunication or IT operators, resulting from circumstances occurring at the side of Recipient or the providers of these media to the Recipient, Recipient's selection of which was not affected by the Service Provider;
  - c) associated with failure to comply with these Terms & Regulations by the Recipient;

- d) associated with the Recipient providing incorrect or false data during the registration in SportBM or when using SportBM's functionality.

### **§ 9 (Dane Personal Data)**

1. Personal Data of Recipients who are natural persons, provided by these persons when registering of the Profile in SportBM or when using the Services within the functionalities made available by SportBM, as well as data provided by the Academy, to which given Recipients who are natural persons shall be ascribed shall be contained and processed within the database of the Service Provider. Provision of personal data by Recipients who are natural persons is voluntary, however necessary for the provision of Services.
2. The controller of personal data of Recipients who are natural persons shall be the Service Provider.
3. The legal basis, purpose, period of processing personal data and titles of a person whose data are processed and other important information regarding principles for processing of personal data are in detail provided in Blue Services Sp. z o.o.'s Privacy Policy, which considers the provisions of the Regulations of the of 27 April 2016 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 (General Data Protection Regulation).
4. In case of questions regarding the processing of personal data or for execution of titles of a person whose data are processed, resulting from the Regulation referred to in section 3, it is possible to contact the inspector for the protection of personal data of Blue Services Sp. z o.o. at the address [odo@blueservices.pl](mailto:odo@blueservices.pl) or in writing onto the address of the Service Provider indicated in §2(4)(b) with the addition: personal data protection.
5. Personal data referred to in this paragraph are processed by the Service Provider in order to provided Services within an extent provided with Terms & Conditions, to realize the functionalities of SportBM, to monitor Recipients' activity and to perform obligations resulting from the provisions of law.
6. The controller of the collection of personal data of Recipients who are natural persons shall be the Service Provider.
7. The Recipient who is a natural person shall be entitled access to their personal data processed by the Service Provider and to rectify these data.
8. The Recipient who is a natural person may - by selecting appropriate option - give consent for receiving trade information regarding the Service Provider or Service Provider's contractors by means of electronic communication or with end telecommunication devices and automatic call systems. Consent for receiving trade information in forms referred to in the preceding sentence is voluntary and may be revoked at any time. For revoking the consent, it shall be sufficient make the Service Provider appropriate declaration of will by the Recipient.

9. The recipients of the personal data of Recipients who are natural persons shall be Academies to whom the Recipients shall be ascribed. The Academy posting in SportBM personal data of Recipients who are natural persons ascribed to a given Academy shall hold proper authorizations of these Recipients for posting these personal data in SportBM, and therefore for sharing these data with the Service Provider.
10. Personal data of Recipient shall be stored by the Service Provider for a period within which the agreement for the provision of Services electronically shall remain in force, which shall be concluded by a given Receipt with the Service Provider in accordance with the provision of Terms & Conditions, after the termination or expiry of this agreement also throughout the period resulting from the provisions of law in force, in which the Parties shall be entitled to pursue claims associated with this Agreement remaining in force and the realization of obligations or titles resulting therefrom by the Parties.

### **§ 10 (Final Provisions)**

1. Terms & Conditions are accessible by every Recipient in the SportBM internet service at the address: <https://sportbm.com>
2. Terms & Conditions are established by the Management Board of the Service Provider. Terms & Conditions may be, due to important reasons, amended by the Management Board of the Service Provider, where important reasons shall be construed as:
  - a) increasing the security of Service provision via SportBM;
  - b) increasing the security of Recipients' data in SportBM, in particular the personal data;
  - c) increasing the functionality of SportBM;
  - d) increasing the competitiveness of SportBM among services of similar theme and subject of provided services;
  - e) change of labour costs, costs of external suppliers or costs of infrastructure used for maintaining and handling SportBM;
  - f) change of the regulations of law or issuance of administrative decision significant for the functioning of SportBM.
3. Changes to the Terms & Conditions shall become effective after 6 days from the day of sending an information on the change of Terms & Conditions onto the e-mail address of the Recipient last known to the Service Provider, save provisions of section 4 below. Announcement on changes to the Terms & Conditions shall be presented the Recipients also in their login panel at the SportBM internet site.
4. Changes to the Terms & Conditions shall be binding to the Recipient from the they on which such changes shall become effective, provided the Recipient shall not decide to withdraw from the agreement for the provision of services

electronically within 5 days from the day of sending an information on the change of the Terms & Conditions by the Service Provider. Withdrawal from the agreement for the provision of services electronically on such case shall become effective as

of the moment on which the Service Provider shall receive the notice of withdrawal. For complying with the deadline, it shall suffice to submit the notification on the withdrawal via electronic mail onto the address: support@sport.bm.pl, submitted until 11:59:59 PM of the last day of the period, with indication that the message regards withdrawal from the agreement for the provision of services electronically, i.e. to resign from utilising the functionalities of SportBM's functionalities.

Appendixes:

1. Appendix no 1 - Form template: Declaration on withdrawal from the agreement for the provision of services electronically

**Appendix no 1** to the Terms & Conditions for the provision of Services via SportBM

**Form template:**

**Declaration on withdrawal from the agreement for the provision of services electronically**

(fill-in and send this form only when withdrawing from the agreement)

– Addressee: Blue Services Sp. z o.o., Powstańców Warszawy Street 19, 81-718 Sopot, Poland.

e-mail address for contact via electronic mail: support@sportbm.com

– I/We (\*) hereby inform on my/our withdrawal from the sales agreement of the following items (\*), agreement for the provision of the following items (\*), contract for specific work consisting of developing the following item (\*) / for the provision of the following service (\*):

.....  
.....  
.....  
.....  
.....  
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.....

– Date of the conclusion of the agreement (\*) / receipt  
(\*): .....

– Name and last name of the consumer(s):  
.....

– Address of the consumer(s): .....  
.....



– Signature of the consumer(s): Address of the consumer(s):

.....  
..... (only if the form is sent in paper version)

– Date: .....

(\* cross-out which not applicable

-end of the document-

