

YOUSPORT MOBILE APPLICATION GENERAL TERMS AND CONDITIONS

Effective from: 8 July 2025

1. General Provisions

- 1.1. **Introduction.** These General Terms and Conditions (hereinafter “**GTCs**”) cover the terms of using the Yousport mobile application (hereinafter “**Application**”) operated by Yousport Korlátolt Felelősségű Társaság (registered seat: Hungary, 2040, Budaörs, Bor utca 16., tax number: 32846942-2-13, company reg. No.: 13 09 241401) (hereinafter “**Service Provider**”).

These GTCs contain the terms of the contractual relationship established between the Service Provider and the User. These GTCs were produced in English.

If you do not wish to comply with the provisions of these GTCs, please do not download, do not log into and do not use the Application.

2. Terms and Definitions

- 2.1. **Aggregated data:** Data created during the use of the Service, and collected, aggregated and anonymised by the Service Provider in a way that the User or any other person cannot be identified on the basis of such data.
- 2.2. **GTCs:** as defined in clause 1.1.
- 2.3. **User Account:** The user account set up by the User pursuant to these GTCs, following registration for the Service.
- 2.4. **User:** The consumer downloading and using the Service or the consumer creating a User Account, who establishes a contractual relationship with the Service Provider according to these GTCs for the use of the Service.
- 2.5. **Erasure:** The final and non-reversible erasure of data processed in relation to the User Account, pursuant to clause 11.1 of these GTCs.
- 2.6. **Intellectual Property Rights:** patent right, rights to inventions, design protection, copyright and related rights, rights to and related to software, database rights, protection on business secrets and protected knowledge (know-how), rights related to patent protection, rights related to trade names, rights related to domain names, in each case independently of their registration, as well as the registration, the renewal of the registration, the rights related to requests for priority dates; any other right of similar nature or with similar effect anywhere in the world, which exists today or will be recognised in the future.
- 2.7. **Service:** The totality of functions and services made available in the Application.
- 2.8. **Service Provider:** as defined in clause 1.1 of these GTCs.

3. **Registration and User Account**

- 3.1. **Application stores.** The Service is available through the Apple AppStore and the Google Play store. The User declares that in the case of the Application downloaded through the Apple App Store or the Google Play Store, he/she has read the currently valid and openly available general terms and conditions of the Apple App Store and the Google Play Store, he/she has understood those terms and conditions and gives his/her consent to be bound by their provisions.
- 3.2. **Terms of Registration.** The Application may be used by natural persons over 18 years of age. In the course of the registration, the User must provide real data. The Service Provider is entitled to terminate these GTCs and delete the User Account with immediate effect - and with a notice to the User - if it suspects that the Account contains untrue data.
- 3.3. **Process of registration, creation of these GTCs.** The process of registering a User Account means the entering of the identification data required for the registration. The User may register within the Application or with a Google or Apple account.

Before making the contractual legal statement, the Service Provider allows for the identification and correction of errors made by the User during the electronic recording of the data.

The present GTCs are created between the registered User and the Service Provider for the use of the Application when the registered User, at the time of entering the identification data, accepts the provisions of these GTCs during the registration.

- 3.4. **Termination of the User Account.** The User is entitled to delete the User Account at any point of time. The Application cannot be used without a User Account.

4. **Services**

- 4.1. **Creation of sport events.** The Users may create sport events through the Application, by entering the details of the event (including, but not exclusively the date/time, the location of the events, the selected type of sport, the number of participants). The creator of the event is responsible for the accuracy of the data related to the event. The Service Provider will not process payments related to the Services in the Application.
- 4.2. **Joining sport events.** The Users have the right to join sport events created by other Users, according to the conditions defined by the creator of the specific event. The possibility of joining may depend on the approval of the organiser of the event. The Service Provider will not process payments related to the Services in the Application.
- 4.3. **Chat and friend function.** The Application allows the Users to communicate with each other by using a chat function, and they can mark each other as friends. The Users must use the chat and the friend function properly, respecting the rights of other Users.
- 4.4. **Updates, new functions.** The Service Provider may modify and change the Service and its functionalities at any time, at its own discretion. The new versions and the modified functionalities of the Service will also be governed by the provisions of the current GTCs.

- 4.5. **Notices.** The Service Provider may send notices to the User about the updates and modified functionalities of the Service, through the Application or any other suitable channel (e.g. in e-mail).

5. **Obligations of the User**

- 5.1. **Proper use of the Application.** The User must use the Application properly, as specified in these GTCs and the legal regulations currently in force, in particular, but not exclusively,

- a) the User, based on the relevant legal regulations applicable to him/her, must have the ability to recognise these GTCs as binding on himself/herself. Any use of the Application by a person under 18 years of age will qualify as a breach of these GTCs, and the Service Provider may terminate the GTCs and ban the User from the Application with immediate effect. By using the Service, the User declares and guarantees that he/she is at least 18 years old, and entitled to sign the contract.
- b) It is forbidden to create accounts with automated methods. It is forbidden to create more than one user account for one person.

- 5.2. **Forbidden conducts.** When using the Application, you are not allowed to

- a) publish unlawful contents in the Application;
- b) harass or threaten other Users;
- c) create fake sport events;
- d) collect other Users' data without the Service Provider's consent;
- e) bypass or break into the security system of the Application;
- f) distribute computer viruses or harmful programmes;
- g) distribute advertising or promotion materials without the consent of the Service Provider;
- h) use the User Account in a way that violates these GTCs or can be considered fake and/or violate the rights of third persons;
- i) decompile or decrypt, or access or attempt to access in any other way the source code related to the systems used for the Service, or modify the source codes in any other way;
- j) damage, disrupt or hinder the operation of the Service;
- k) register a User Account in automated, false or fraudulent way, use any automated system - including "robots", "search robots" or "offline readers" - or start such programmes for accessing the Application; and
- l) attempt to commit any of the above acts, or assist or allow anyone in committing the above acts.

- 5.3. **Obligations of the User in relation to the User Account.** The User is responsible for any activity carried out through the Application. The User must set up his/her systems and devices in a way that they offer proper security for the User's data and account. The User must keep all the information related to his/her User Account - in particular, the login data and the password - confidential. Using the contact data specified in clause 13 of these GTCs, the User must immediately inform the Service Provider about any suspicion that anyone else is able to access

his/her data, passwords, and able to enter his/her User Account, or when he/she detects any other security incident in relation to his/her User Account.

- 5.4. **Contents.** The User bears exclusive responsibility for contents published by him/her in the Application. The Service Provider has the right to remove contents that violate legal regulations or these GTCs.

6. Rights and obligations of the Service Provider

- 6.1. **Provision of the Application.** The Service Provider will make every reasonable effort to ensure the proper use of the Application. By accepting these GTCs, the User accepts that the continuous operation of the Service may be interrupted for reasons beyond the Service Provider's control. Consequently, the Service Provider does not undertake, warrant or guarantee the continuous error-free and smooth operation of the Service. When detecting an error or interruption, the Service Provider will make every reasonable effort to make sure that the Service is available again as soon as possible, without specifying a time, for full or partial recovery.
- 6.2. **Suspension, interruption.** The Service Provider may fully or partly interrupt or suspend the provision of the Application to the User, if the Service Provider finds, based on its unilateral decision, that the use of the Application by the User is against these GTCs, any applicable law or the legitimate economic interests of the Service Provider. The Service Provider supports this decision with arguments, and the User has the right to object to the decision, using any of the contact data provided in clause 13.
- 6.3. **Maintenance.** The Service Provider has the right to temporarily suspend the service for the purpose of maintaining and improving the Application. If possible, the Service Provider informs the Users about planned maintenance in advance.

7. Responsibility

- 7.1. **Responsibility of the Service Provider.** The Service Provider is not responsible for:
- a) any contents published by the Users, including, but not exclusively, the accuracy and true nature of data provided by the User;
 - b) the sport events organised by the Users, including, but not exclusively, the injuries, damages or loss of property occurring at the sport events;
 - c) any fees incurred during the organisation of the sport events or participation in them;
 - d) communication among the Users;
 - e) periodical unavailability of the Application;
 - f) technical problems in the operation of independent service providers, in particular, but not exclusively, for the loss of internet or GPS network, any outages in the payment systems and damages suffered in connection with such outages;
 - g) loss of service in case of force majeure events.
- 7.2. **Operation of application stores.** By accepting these GTCs, the User accepts that the Service Provider has no influence whatsoever on the regulations and the operation of the Apple App

Store and the Google Play Store, and if there are changes on these platforms, the Service Provider is not responsible for them.

8. Intellectual property

- 8.1. **License to use.** The Service Provider provides the User with a revocable, non-exclusive and non-transferable license of the necessary scope to use the Application in the contractual way, with limitations in time, space and the way of use. In addition to the limited license to use specified in this clause, the User will not obtain any other rights to the Application. The license to use specified in this clause is provided on the condition that the User uses the Service in line with the provisions of these GTCs.
- 8.2. **Rights to the Service.** The Service, its contents, functionality and the related Intellectual Property Rights are owned by the Service Provider, and the Service Provider reserves all such rights.
- 8.3. **Aggregated data.** The Aggregated Data are owned by the Service Provider, and any Intellectual Property Right generated on them will belong exclusively to the Service Provider.
- 8.4. **User contents.** Contents published by the User through the Application and feedbacks on the Application to the Service Provider are owned by the User, but by uploading these to the Application, the User gives a non-exclusive, transferable right of use to the Service Provider, without limitations in area and time.
- 8.5. **Validity.** The provisions of this clause 8 are valid for fifty (50) years following the termination of these GTCs.

9. Data protection

- 9.1. **Protection of personal data.** The Service Provider processes the personal data of the Users according to the data protection regulations in force, as described in the Privacy Policy. The Privacy Policy is available within the Application.

10. Data security.

- 10.1. **Data security measures of the Service Provider.** The Service Provider applies proper security measures to protect the Application against unlawful access, modification, forwarding, publication, erasure or destruction, and accidental destruction and damage. Further information about specific security measures is available from the Service Provider using any contact data provided in clause 13.

11. Termination of the GTCs

- 11.1. **Termination of the GTCs** The User has the right to terminate the contract at any time without reasons, by deleting the User Account. The Service Provider has the right to terminate these GTCs with a 30-day notice period.

- 11.2. **Extraordinary termination of the GTC.** The Service Provider has the right to immediately terminate these GTCs and delete the User Account if the User seriously breaches the provisions of these GTCs or the applicable legal regulations. In the case of extraordinary termination, the Service Provider must explain its decision. The User may turn to the Service Provider when he/she objects to the decision, and may ask for legal remedy as described in clauses 12.2-12.3 and 13.

12. Miscellaneous

- 12.1. **Notices.** Communication between the Service Provider and the User will primarily take place in electronic way, through the Application or using the e-mail address provided during registration. Such communication between the parties qualifies as written communication. A notice addressed to the other party will be considered delivered at the time specified in the heading of the e-mail, unless an automatic error message is received by the sender because of failed delivery.
- 12.2. **Complaints.** The User may send his/her complaints about the use of the Application to the Service Provider by using any of the contact data specified in clause 13. The Service Provider will investigate and answer the complaints within 30 days.

If the Service Provider does not reply to the User's complaint within the specified deadline, and does not settle the complaint properly, or if the User does not accept the answer or the action, the User - having already used the opportunities for submitting direct complaints - may turn to the Conciliation Body or to the consumer protection authority of the government office of the county.

The procedure of handling the complaints, the types of possible resolutions and further appeal options are regulated in detail in Act CLV of 1997 (Consumer Protection Act).

Pursuant to Act CLV of 1997, the User has the right to turn to the Conciliation Body, which is a dispute settlement forum maintained jointly by the regional commercial, industrial and agricultural chambers. The Conciliation Body attempts to solve disputes with agreements. The contact data of Conciliation Bodies are available on the following website: <https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>(<https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>).

After three years from the occurrence of the breach of law, the possibility of filing a complaint is not available. In the case of continuous breach of rules, the three-year deadline starts from the date of the termination of the unlawful conduct. If the breach of law originates from the maintenance of an existing situation or condition, the deadline will not start as long as this situation or condition exists. The non-observance of the deadline may result in losing the possibility of enforcing the right.

In addition, in order to settle consumer disputes, the User may file a complaint through the European on-line dispute settlement platform which is available at the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HUhttps://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>.

The Service Provider does not follow a Code of Ethics in relation to the Application.

- 12.3. **Disputes.** The Parties will attempt to settle any disputes between them in a peaceful way. If the peaceful settlement is not successful – without limiting the complaint handling options specified in clause 12.2 – the User may turn to court for the settlement of the dispute.
- 12.4. **Severability.** If any of the provisions of these GTCs prove to be invalid, that will not affect the validity of the rest of the provisions.
- 12.5. **Modification of the GTCs.** The Service Provider reserves the right to unilaterally modify these GTCs. The modified GTCs come into force by publishing them in the Application. The User will be informed about the modification through the Application and/or in e-mail. Further use after the coming into force of the modification means the acceptance of the modified conditions. The current GTCs are available within the Application.

13. **Contact**

- 13.1. **Contact data of Service Provider.** The Service Provider can be contacted at:

Name: Yousport Korlátolt Felelősségű Társaság

Registered seat: Hungary, 2040, Budaörs, Bor utca 16.

Registration number: 13 09 241401

Registration authority: Budapest Környéki Törvényszék Cégbíróság

E-mail cím: info@yousport.app

Place of handling consumer complaints: Hungary

Phone: +36 30 268 81 81

Information on the hosting service provider of the Application:

Name: HOSTINGER Operations, UAB

Registered seat: Švitrigailos str. 34, Vilnius, 03230, Lithuania

E-mail address: domains@hostinger.com

Phone: +37064503378

Website: <https://www.hostinger.com>