

September 1, 2020

Terms and Conditions

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1. Introduction.

These Terms and Conditions regulate the access to Sport365d.com. Please read our Terms and Conditions carefully. We may sometimes amend these Terms and Conditions, therefore, please check the updates from time to time to stay up-to-date. Dealing with Sport365d.com, you acknowledge that you have read thoroughly, understood and agree with these Terms and Conditions and the Privacy Statement. We have described in detail how we collect, transmit, keep, and use your information in connection with your access to the Sport365d.com services in the Privacy Statement.

If you have any questions about these Terms and Conditions, please contact us by email sport365d@gmail.com.

The terms "Sport365d.com", "we", "us", "our", "ours", refer to SVAROG SISTEMI d.o.o.

"Platform" means Sport365d.com website that allows the users (the "Users") to post about and search for goods and services.

"Service Provider" means users who post information about their goods and services,

"Content" means texts, photos, links to video, audio and other materials.

2. Description.

Sport365d.com allows the Users to search for, offer and post information about their goods and services, personnel, and events. You must register an account to use many features of the Platform. The Service Providers are fully liable for the relevancy and correctness of the information and content (e.g. photos) published. We do not track the use of Sport365d.com Platform, or verify, control, manage, guarantee the completeness

and accuracy of the information posted; we bear no liability for any failures, fraudulent information, errors, misprints or non-provision of information. However, we make our best efforts to ensure due quality of and your best experience with Sport365d.com Platform.

In some regions, there may be laws prohibiting our services or requiring compulsory registration, permit or license. Please familiarize yourself with the local legal requirements and regulations. You should define your obligations by yourself. If you have any questions regarding the application of local laws, please seek legal advice.

Sport365d.com has a right to edit, delete or restrict access to the Content and Account in order to:

- Improve Sport365d.com Platform operation;
- Enforce requirements of law, court, law enforcement, administrative, and public bodies to prevent fraud;
- Ensure that the User follows these Terms and Conditions and the relevant measures are taken;
- Take measures against harmful, contentious, misleading Content.

The Users agree to cooperate, provide information, seek to request Sport365d.com within investigation proceedings relating to the use or breach of the rules of use of Sport365d.com Platform.

3. Account Registration.

Registration is only permitted for legal entities and individuals who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Sport365d.com Platform under the laws in force at your place of residence, or any other applicable jurisdiction.

You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the accuracy of information in your account, confidentiality and safety of your information, actions performed through your account. In the event of unauthorized use of account, as well as when you suspect that your credentials have been lost or stolen, you should immediately inform us thereabout. If and as permitted by applicable law, we may, but have no obligation to take measures. We may ask you to provide your identification, undertake checks designed to help verify your identity or background, screen you against other sources.

In case of registration of a corporate account, you should be authorized to submit on behalf of that entity all necessary permits, licenses, and follow all our Terms and Conditions.

We provide no guarantee in respect of:

- availability, quality, legality of the Users and their services;
- revealing any previous violations and preventing from those in future through User identity verification;
- performance characteristics and uninterrupted operation of Sport365d.com Platform.

The word "Approved" indicates that the Users have undergone the appropriate verification procedure.

We hereby disclaim all responsibilities and warranties to the maximum extent permitted by law.

4. Search and Results.

Through the use of Search engine on Sport365d.com, you can look for services in the sections of Sports and Tourism, Wellness, Beauty, Healthy Food, Sports Goods and Accommodation.

Position in search results on Sport365d.com depends on the search criteria set. Search ranking algorithm on Sport365d.com helps to find the best solution for the search request and is being constantly improved.

5. Content.

Sport365days Platform allows you to publish Content, for example: photos, links to video, links to third-party websites. Please note that you have all rights for the content published by you and bear sole liability in connection with it. You guarantee that it belongs to you and you have the authority to grant Sport365d.com free, perpetuate and global right to copy, disseminate, publish, and use this Content without limitation.

You can upload photos to Sport365d.com Platform. You acknowledge and agree that you assume all liability for any third party claims resulting from our use of those photos. You guarantee that the photos are free from any illegal materials and do not infringe third party rights. Sport365d.com has the right to remove photos that do not meet these Terms and Conditions, at any time, without prior notice.

Sport365d.com Platform may contain links to third-party websites and services. Sport365d.com bears no liability for third-party services, websites, content, services. If you go to a third-party website, content, service through Sport365d.com Platform using the link, all responsibility lies with you. By using our Platform, you agree that Sport365d.com will not be liable to you and gives no guarantee in connection with the fact that you followed the link or used a third-party website, service, services, etc. through our Platform.

You agree that Sport365d.com can use automated tools to translate the Content. Sport365d.com gives no guarantee in respect of quality or completeness of any translation, you shall be fully responsible for its check.

6. Intellectual Property

Sport365d.com respects the intellectual property rights and kindly asks all users to do the same.

We preserve the exclusive right of ownership and use in respect of Sport365d.com Platform (all intellectual property rights, style, design of webpages, functionality, structure, translated content). You have no right to disseminate, integrate, broadcast, copy, perform automated analysis and data collection without our approval made in writing.

You shall bear all liability if your Content infringes any third party intellectual property rights, contains any materials that encourage violence, are illegal, indecent, offensive, discriminating, or false.

Sport365d.com is entitled, at its sole discretion, to terminate access of the users who are charged with infringement or who infringe the intellectual property rights, remove the Content, in full or in part, that violates these Terms and Conditions, or for any other reason at our discretion.

The following is hereby prohibited:

- to send spam, post the same material multiple times;

- any kind of discrimination;
- to post information about illegal activity (e.g. relating to drugs and prostitution);
- to lie, attempt to make oneself out to be other entity, or other person, or representative of Sport365d;
- threats, stalking, abuses, vulgar or aggressive statements, vulgar words, trolling;
- illegal content, false or inaccurate information, confidential personal information;
- to hack or conduct reverse engineering aimed at the technologies of Sport365d.com Platform, interrupt its operation, extract, corrupt or delete data, use automated instruments (bots and other) to collect data;
- to send promotional content using Sport365d.com Platform without direct consent from the recipients;
- to create accounts in social networks, use name, corporate identity, logo, and other means of identification similar to the corporate identity of Sport365d.com and other persons;

You can report Content, alleged infringement of copyrights made on Sport365d.com by sending us a notice.

The notice shall contain:

- object (s) the rights to which you believe are violated;
- description of the Content infringing the rights that is to be deleted;
- evidence of the fact that the used materials have been used without the right holder's approval;
- evidence of your right to act on behalf of the right holder or that confirms the fact that you are the owner of intellectual property which has been used unlawfully.
- your official name and surname and your handwritten signature.

Send a notice to sport365d@gmail.com. Once the notice is received, we will take appropriate measures at our reasonable discretion.

If you consider that the User or the Content poses direct risk to a human, please contact local authorities immediately before contacting us. We can request a copy of such notice from you. You acknowledge that we have no obligation to take any measures in response to your notice, except for the cases stipulated by law.

7. Payment.

Sport365d.com Platform is free for all the Users. We may charge a fee (plus all taxes and duties provided that they are not included in the price) for any additional services. The fee is not subject to refund unless other terms agreed. We may change it any time.

8. Term, Suspension and Termination of Contractual Relationship.

The agreement between you and Sport365d.com becomes effective once you access the Sport365d.com Platform (for example, to create an account) and remains in full force and effect until terminated in accordance with these Terms and Conditions.

You may terminate this agreement at any time by deleting your account or by sending us notification thereof to sport365d@gmail.com. Once you have terminated this agreement, you have no right to recover your Account or Content.

Sport365d.com may terminate this agreement and your account by giving you 30 days' notice via email or using any other contact information you have provided for your account during registration.

However, there are situations when Sport365d.com may terminate this agreement or disallow the use of Sport365d.com Platform immediately and without prior notice, if:

- you make attempt of fraud, have violated the current laws, bylaws, or third party rights;
- we believe that the termination is needed to protect the rights of Sport365d.com, users, third parties;
- we believe that the termination is needed to meet the requirements of law, law enforcement, administrative and public authorities, court decision or ruling;
- you have violated these Terms and Conditions.

Further, we also have a right to take the below measures (whether subject to prior notice or not):

- ban you from using Sport365d.com Platform or restrict your access to it;
- refuse to publish, suspend publication of the Content, edit or delete the Content;
- freeze your Account for a certain period or permanently.

If this agreement is terminated at the initiative of Sport365d.com, your access to Sport365d.com Platform is restricted, or your Account is frozen, you have no right to register a new Account on Sport365d.com Platform or try to obtain access and use the services via another Account of another user.

If we find any violation that we consider immaterial, we will request to remedy it and notify you by email of the sanctions planned to be imposed against you.

If your account has been inactive for more than two years, we may terminate your account without prior notice.

The terms and conditions that should remain in effect by their nature, shall remain unchanged and apply after termination of this Agreement (even if you stop using Sport365d.com and delete your account).

9. Limitations on Liability.

Neither Sport365d.com nor any person involved in creating, promoting, or other activity relating to Sport365d.com Platform operation or filling will be liable for any losses, damages or costs pursuant to these Terms and Conditions and the legislation in the events where you have been in breach of these Terms and Conditions, laws, third party rights.

You agree to recover all damages and assume responsibility for any fines, damages, losses whatsoever (direct, incidental, subsequent, accidental), lost profits, loss of data, injuries, loss of revenue, loss of contract, loss of goodwill, inaccurate information about goods and services, quality of goods, non-pecuniary damage, costs for goods/services replacement, damages arising out of the use or inability to use due to failures (or other reasons) of Sport365d.com Platform or dysfunction of the device used.

If you use Sport365d.com, you agree to indemnify Sport365d.com and its employees from any lawsuits, claims, losses, demands, proceedings, and disputes, including reasonable legal and accounting costs, connected in any way with your access to our Platform or use thereof, your Content, or any damages resulting from your violation of these Terms and Conditions, laws and bylaws.

Sport365d.com bears no liability for message communication. We cannot guarantee that a request (message) will be received, read, or made in time. You may not seek any rights based on a request (message) sent or received through Sport365d.com Platform.

Sport365d.com shall not be liable for failure to fulfill obligations caused by a force majeure event or other reasons beyond our control.

10. Dispute Resolution.

In case of any dispute or disagreement with us, you agree to seek its resolution by informal negotiation and email us. In the email, you should specify contact details, dispute summary and your claim. If neither party is satisfied with the results of this attempt to resolve the issue through informal negotiation and you are going to initiate further proceedings, then you hereby agree to notify us thereof by email.

These Terms and Conditions may have been translated to other languages. In case of any inconsistency, arising out of dispute, the original Russian version of these Terms and Conditions shall prevail.

We recommend to address any issues, claims, complaints to our address sport365d@gmail.com.

11. Revision of these Terms and Conditions.

We reserve the right to introduce amendments to these Terms and Conditions. Please check the updates from time to time to stay up-to-date. If we introduce any material amendments, we will send you respective notification and provide you with additional opportunities for those amendments, if needed. There is a date specified at the beginning of the version of these Terms and Conditions. If you do not accept the revised Terms and Conditions, you may stop using Platform by deleting your Account. Your further use of Sport365d.com Platform means that you acknowledge and accept the revised Terms and Conditions.

If any part of the Terms and Conditions becomes invalid, the remaining Terms and Conditions remain in full force and effect and are to be respected.

12. Contacts.

SVAROG SISTEMI d.o.o. is located at: Slovenia, Črnomelj city, 21 Danila Bučarja Str., 8340. Company registration number: 6872921000. Taxpayer's number: SI 16696280.

Should you have any questions, please contact us by email sport365d@gmail.com.