

GAMEINSIGHT

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

1.	INTRODUCTION OF GAMEINSIGHT	2
2.	OVERVIEW	2
3.	USER OPTIONS	3
4.	PAYMENT	5
5.	USER OBLIGATIONS	5
6.	SHARING	7
7.	GAMEINSIGHTS RIGHT TO CONTENT AND INFORMATION	7
8.	USER COMMENTS/SUGGESTIONS	8
9.	NOTICES.....	8
10.	OTHER CONTENT, PLATFORMS AND APPS	8
11.	INTELLECTUAL PROPERTY.....	8
12.	TERM & TERMINATION	9
13.	GENERAL TERMS	10
14.	DISCLAIMER AND LIMIT OF LIABILITY.....	10
15.	RIGHT OF WITHDRAWAL	11
16.	LEGAL NOTICE	12
17.	GOVERNING LAW AND DISPUTE RESOLUTION	12
18.	CONTACT OR COMPLAINTS.....	13

1. INTRODUCTION OF GAMEINSIGHT

- 1.1. Gamelnsight is an online digital football platform (the “**Platform**”) for e.g. schools, teams, clubs, coaches, players, family members of players or just people with an interest in football.
- 1.2. To get access to the features on the Platform you have to register an account. Members and Subscribers (as defined below) (together “**Users**”) can collaborate, educate, learn and connect with other Users. The Platform provides the User with a profile and tools to share content or information and to market yourself, your team or your club and may be used for recruitment, networking and more.

2. OVERVIEW

- 2.1. These General Terms and Conditions (the “**Agreement**”) govern the Platform, www.gameinsight.sport, controlled by Gamelnsight AB, company no. 556912-4240, a company organised under the laws of Sweden, with its registered address at Hakegatan 1, 211 24 Malmö (“**Gamelnsight**”, “**we**” or “**us**”).
- 2.2. You agree that by registering, accessing or using the Platform, you are agreeing to enter into a legally binding contract, the Agreement, with Gamelnsight (even if you are using the Platform on behalf of a company). If you do not agree to this Agreement, do not register and do not access or otherwise use the Platform. If you wish to terminate this Agreement, you can do so by closing your account and no longer accessing or using the Platform. As a Member you have a notice period of two months (see Section 12.5 below). Any subscription fee already paid will not be refunded, but no future charges will occur if you cancel before the renewal date.
- 2.3. The Agreement applies to all services that are provided to Gamelnsights’ Users by Gamelnsight through the Platform (“**Services**”). To access the Services on the Platform you have to register for a Membership or a Subscription (definition below).
- 2.4. Gamelnsight grants you a revocable, non-exclusive, non-transferable, limited license to use the Platform strictly in accordance with the terms of this Agreement.
- 2.5. The Platform can be used by both private users/individuals and corporate users, and are offered in different options. Depending on which subscription the user chooses to sign up for, the user may access certain features. The user can either register as a “**Member**”, with full access to the Platform, or as a “**Subscriber**” with access to the Platform but in a more limited extent. If you choose not to register for a paid subscription, you may access the Platform as a “**Visitor**.” The Agreements applies to all users, including Visitors when applicable. The user options are further described in Section 3 below.
- 2.6. By accepting the Agreement through your use of the Platform, you certify that you are 18 years of age or older. Minors may only use the Platform under the supervision of an adult.

- 2.7. Gamelnsight strives to ensure that information on the Platform is complete, accurate and current. However, the information may occasionally be inaccurate, incomplete or out of date. Gamelnsight does not warrant the accuracy or completeness of the information or content provided through the Platform. This term does not apply to information that Gamelnsight is legally obligated to ensure is up to date and correct.
- 2.8. In the event that a Service or subscription is listed at an incorrect price or with incorrect information due to typographical error, Gamelnsight shall have the right to refuse or cancel any purchase for a Service or subscription listed at an incorrect price. If your credit card has already been charged for the purchase, Gamelnsight shall immediately issue a credit to your payment method in the amount of the charge.
- 2.9. Gamelnsight may change, suspend or end any Service, or change and modify prices prospectively in Gamelnsights discretion. To the extent allowed under the law, changes may be effective upon reasonable notice.
- 2.10. Your use of the Platform is also subject to Gamelnsights policy regarding cookies (the “**Cookie Policy**”) and Gamelnsights policy regarding personal data (the “**Privacy Policy**”), which covers how Gamelnsight collect, use, share and store your personal information. You can read the Privacy policy and Cookie policy here:
- 2.11. Gamelnsight is not a storage service. Gamelnsight do not promise to keep showing any information or content that you have posted, shared or stored in the Platform. You agree that Gamelnsight have no obligation to store, maintain or provide you a copy of any content or information that you or other Users provide, except to the extent required by law and as noted in our Privacy Policy.
- 2.12. Gamelnsight reserve the right to update or modify the Agreement, the Cookie Policy and/ or the Privacy Policy at any time. In case of material changes Gamelnsight will provide you notice through the Services, to give you the opportunity to review changes before the changes take effect. We encourage you to review the Agreement whenever you use or access the Platform. If you do not agree to any changes that Gamelnsight has made, please do not use the Services or access the Platform. You may close your account. Your continued use of the Services and the Platform constitutes that you are consenting to the updated terms, except when mandatory law constitutes otherwise.

3. USER OPTIONS

- 3.1. For more information about the user options and the pricelist Gamelnsight refers to the [information/document] that is available on the Platform [link]. The alternative ways of using the Platform are described only briefly in the sections below.

Members

- 3.2. As part of an entity, a company or organisation, such as a club, a team or a school, you use the Platform as a Member. A Member can subscribe to a membership that runs for a period of one to three years (“**Membership**”).

- 3.3. A Membership gives the Member access to all features on the Platform, including but not limited to calendar, communication tools to communicate within the organisation (e.g. chat, direct messages, group messages), training and planning functions, education and secure storing of documents. The restrictions of the storage service are regulated in a separate document, see [link].
- 3.4. Within the Membership, one or more administrators must be appointed by the Member to operate the account. This/these administrator/administrators may invite members that belongs to the organisation for which the Membership is registered, (such as school students, players etc.), ("**Internal Members**"). Internal Members may communicate within the Membership and take part of content and information that is shared within the Membership for internal use/knowledge only.

Subscribers

- 3.5. As an individual, such as a player, coach, family member to a player, or a football enthusiast, you use the Platform as a Subscriber. A Subscriber have access to the Platform by registering to a monthly subscription ("**Subscription**").
- 3.6. A Subscription gives the Subscriber access to certain features on the Platform, including but not limited to, the right to a profile (where the Subscriber e.g. can post CV, pictures and movies for the purpose of marketing oneself), access to GameInsights global football network and to communication tools for chatting/messaging with other Subscribers.

Visitors

- 3.7. As a non-paying user, you can access the Platform as a Visitor. As a Visitor you have to register on the Platform by providing your name, email and birthday.
- 3.8. A Visitor may access the Profiles of Members or Subscribers that have chosen "Open Profile" (see Section 3.9 below) but does not have an own Profile or access to the Services. Hence, a Visitor cannot communicate on the Platform, share or post content, nor store documents or information etcetera.

Profile options

- 3.9. As a User (Members and Subscribers), you have your own personal/professional social page for you to display your personal/professional life ("**Profile**"). Through your Profile you may socialize and network, share content, market yourself and grow either your interest or your business/personal brand.
- 3.10. If you choose to have an Open Profile you are aware that all Users, but also Visitors, can visit and see your Profile and that Users can contact you. You may customize your account and Profile, to choose what content or information other users can see, who will have access to your profile and who will be able to communicate with you.

4. PAYMENT

- 4.1. As long as you use the Services you agree to fulfil your payment obligations and to accept that GameInsight stores your payment information. It is your responsibility to make sure your payment method is valid. In the event of non-payment, e.g. your credit card expires, GameInsight is entitled to terminate your account without further notice.
- 4.2. If you choose to register as a Member or Subscriber, you will be charged in advance for the fees and taxes applicable for the subscription period. As a Subscriber you register a credit card, that is automatically charged in advance at the end of the preceding month. As a Member you are charged by invoice and can choose to be charged in advance annually or monthly.
- 4.3. If you purchase any additional Services, i.e. Services that are not included in the subscription you registered for, you agree to pay any applicable fees and taxes. Failure to pay such additional fees gives GameInsight the right to terminate the additional Services with immediate effect.
- 4.4. You certify that you are aware of and agree that your purchase may be subject to foreign exchange fees or taxes and that prices may differ based on location.
- 4.5. GameInsight does not guarantee refunds, except for the mandatory right of withdrawal that applies to consumers (see Section 15 below). This applies to all purchases you may carry out when using the Platform.
- 4.6. You have the right to demand a copy of your payments/invoices by contacting GameInsight, for contact details see Section 18.1 below.

5. USER OBLIGATIONS

- 5.1. By using the Platform you **certify that you;**
 - are eligible to enter in to this Agreement,
 - are at least of required minimum age (see Section 2.6 above). If any applicable law requires that you are of a certain minimum age in order for GameInsight to provide you with the Services, without parental consent (including the processing of personal data), then the minimum age for using the Services is such older age,
 - must only have one personal account/profile registered on GameInsight and that you use your real name,
 - will provide accurate information to GameInsight and keep it updated,
 - will keep your password secure and confidential,
 - will follow this Agreement, GameInsights rules and instructions and applicable law.

5.2. By using the Platform you agree that **you will not**, and will *not* permit others to;

- share your account/profile with anyone else. However, if another party (such as a club, a team or a company) purchased/registered the Membership/Subscription for you or others to administer or use, it is considered as an approved use of the Platform. The party paying for the Services has the right to control access to and get reports on your use of the Platform,
- create a false identity, misrepresent your identity, create a User profile for anyone other than yourself, or use or attempt to use another's account,
- use an profile picture of anyone else than you, that is not your likeness or not a head-shot photo,
- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Platform or make it available to any third party,
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Platform,
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of GameInsight or its affiliates, partners, suppliers or the licensors of the Platform,
- act in an unlawful, inappropriate or unprofessional manner when using the Platform,
- post inaccurate, controversial, hateful, threatening, pornographic or otherwise inappropriate content or information,
- use, disclose or distribute any data or information obtained in violation of this Agreement or that you do not have the consent to disclose or distribute,
- violate the Intellectual Property or other rights of GameInsight, including but not limited to, copying or distributing our education videos and materials or our technology, (unless it is released under open source licenses) and using the word "GameInsight" or our logos in any business name, email, or URL,
- violate the Intellectual Property or rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights,
- post anything that contains software viruses, worms, or any other harmful code, or that may otherwise damage or adversely affect the Platform;
- use bots or other automated methods to access the Platform, add or download contacts, send or redirect messages
- monitor the Platforms' availability, performance or functionality for any competitive purpose.

- 5.3. Gamelnsight reserves the right to limit your use of the Platform, including what you share, how you connect and interact. Gamelnsight is entitled to restrict, suspend or terminate your account if Gamelnsight believe or think that you may be in breach of this Agreement or law, or in any other way are misusing the Platform.

6. SHARING

- 6.1. The Services enables communication and sharing of information in several ways, e.g. through messaging, chat, your Profile, adverts, links and videos.
- 6.2. When you share information or content, other users can see, copy and use that information and content. Everything that you share, post or communicate may be seen or used by other users. As mentioned in Section 3.9 above, you can customize your account to choose what content or information other Users, and Visitors, may see and who will have access to your Profile.
- 6.3. You promise to only share and provide information and content on the Platform that:
- you have the right to share,
 - is truthful,
 - does not violate this Agreement, the law nor anyone's right (including but not limited to third party Intellectual Property rights).
- 6.4. Gamelnsight is not obliged to publish or provide any information or content on the Platform and may, with or without notice, at any time remove content or information from the Platform.

7. GAMEINSIGHTS RIGHT TO CONTENT AND INFORMATION

- 7.1. You own all of the content, suggestions and personal information you provide to Gamelnsight but you are aware of, and agree with, that Gamelnsight has a non-exclusive right to everything you share on the Platform.
- 7.2. This non-exclusive right entails Gamelnsight a license to copy, use, distribute, publicly display, process or modify the information and content that you provide and share through the Platform, without any further consent, notice and/or compensation to you or others. This right is worldwide, transferable and sub-licensable.
- 7.3. You and Gamelnsight agree that if information or content includes personal data, it is subject to the Privacy Policy. You agree that Gamelnsight may access, store and use any information and personal data that you provide in accordance with our Privacy Policy and your choices and settings.
- 7.4. Gamelnsight is entitled to, and may by law be required to, remove information and content that you provide or share on the Platform.

8. **USER COMMENTS/SUGGESTIONS**

By submitting or posting comments, designs, proposals, ideas, feedback or other similar suggestions (collectively "**Suggestions**") regarding our Services or the Platform, you agree that Gamelnsight can use, copy, modify, publish, redistribute and share such Suggestions for any purpose, in any way, and without any credit or compensation to you.

9. **NOTICES**

- 9.1. You agree to be contacted or provided with notices by Gamelnsight through the Platform or by a message through the contact information that you provide to Gamelnsight, such as an email, a text message or a mail to your physical address.
- 9.2. You are responsible, and promise, to keep your contact information up to date. If the information is out of date, you may miss out on important notices. Gamelnsight does not take responsibility for you missing out taking part of such important notices.

10. **OTHER CONTENT, PLATFORMS AND APPS**

- 10.1. Gamelnsight is not responsible for third-party activities. Others may offer their products and services through the Platform. Your use of others' content and information posted on the Platform is at your own risk.
- 10.2. Gamelnsight generally does not review content provided by other Users. By using the Platform, you may encounter content or information that might be incomplete, misleading, offensive or otherwise harmful or incorrect. You agree that Gamelnsight is not responsible for content or information shared or provided by others (including other Users). Gamelnsight cannot always prevent misuse of the Platform, if you come across content or information on the Platform which is in violation with the Agreement please contact Gamelnsight at [email].
- 10.3. Users may connect regarding services or employments through the Platform. You are aware of and agree that Gamelnsight does not take responsibility regarding such contacts and that Gamelnsight does not supervise, direct, control or monitor Users in the performance of such contacts. Nothing shall create an employment, agency, or joint venture relationship between Gamelnsight and any User offering services. To offer, perform or procure services through the Platform you must be at least 18 years of age.

11. **INTELLECTUAL PROPERTY**

- 11.1. Gamelnsight reserves all of its Intellectual Property rights on the Platform. In this Agreement "**Intellectual Property**" means any intellectual property right, including but not limited to information, software, text, displays, patent, copyright, trademark, trade name, domain name, design or trade secret, whether present or future, registered or unregistered, registerable or not, and all applications for registration of the same, anywhere in the world.

- 11.2. GamelInsights right includes the entire content, features and functionality.
- 11.3. You do not get any right to, or ownership in, the Platform or the content or information available through the Platform. You are not allowed to copy, modify, reproduce, download or distribute any content or information in any way, in whole or in part, without the express prior written permission of GamelInsight, unless and except it is expressly provided in this Agreement. Any unauthorized use of the material is prohibited.

12. TERM & TERMINATION

In general

- 12.1. This Agreement shall remain in effect until terminated by you or GamelInsight.
- 12.2. This Agreement may be terminated immediately, without prior notice from GamelInsight, in the event that you fail to comply with any term or provision of this Agreement.
- 12.3. On termination, you lose the right to access or use the Platform and your account. You are aware that in the event that you lose the right to access your account, GamelInsight is not obliged to provide you with any content, information or documents that you have stored on your account.
- 12.4. Termination of this Agreement will not limit any of GamelInsights rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement. In addition the following shall survive termination of this Agreement:
- GamelInsights right to use and disclose your feedback/suggestions,
 - any debt owed by either party prior to termination shall remain owed after termination,
 - other users rights to re-share posts, content and information you have shared through the Platform or the Services prior to termination,
 - Sections 8, 11, 13, 14, 15 and 17.
- 12.5. As a User you can either choose to temporarily deactivate your account, or permanently delete your account. If you want to delete or temporarily deactivate your account you can [do this through your settings. The deactivation runs until further notice until you choose to either delete your account or reactivate it. In case you choose to delete your account, you are aware that all content and information (including your Profile) will be anonymised or permanently removed from the Platform.
- 12.6. A Membership has to be terminated by the Member with two (2) months' notice. In the event of no such notice, the Membership is prolonged for another three (3) years.
- 12.7. To avoid future charges, the Subscriber shall deactivate or delete the account before the renewal date. A Subscription will automatically be temporarily deactivated after the

Subscription period in the event of a non-payment by the Subscriber. If your account is temporarily deactivated due to non-payment and you wish to reactivate your account you have to pay the subscription fee within sixty (60) days. If you do not pay the subscription fee within this time, Gamelnsight have the right to delete your account without further notice.

13. GENERAL TERMS

- 13.1. If a court with authority over this Agreement finds any part of it unenforceable, you and Gamelnsight agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and Gamelnsight agree to remove that unenforceable part and still enforce the rest of this Agreement.
- 13.2. This Agreement (including the Cookie Policy, the Privacy Policy and other additional terms that may be provided by Gamelnsight when you engage with a feature of the Platform) is the only agreement between us regarding the Platform and supersedes all prior agreements for the Platform.
- 13.3. In the event that Gamelnsight does not act to enforce a breach of this Agreement, it does not mean that Gamelnsight has waived or lost its right to enforce this Agreement.
- 13.4. You may not assign or transfer this Agreement (or your Membership or Subscription) to anyone without Gamelnsights prior written consent. However, you agree that Gamelnsight may assign this Agreement to its affiliates or a party that acquires it without your consent.
- 13.5. You agree that the only way to provide us legal notice is at the addresses provided in Section 18.

14. DISCLAIMER AND LIMIT OF LIABILITY

No warranty

- 14.1. Gamelnsight is a distributor and not a publisher of the content supplied by Users. Hence, Gamelnsight does not have the ability to fully control or overview such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the Platform.
- 14.2. The Platform and its contents are provided "as is" and "as available" without any warranties or representations of any kind, whether expressed or implied. To the fullest extent permitted under applicable law, Gamelnsight disclaim all warranties and representations in any content transmitted on or in connection with the Platform or on Platforms that may appear as links on the Platform, or otherwise in connection with the Platform, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. Without limiting the foregoing, Gamelnsight does not warrant that the Platform will be uninterrupted, uncorrupted or error-free.

- 14.3. No oral advice or written information given by GameInsight or any of its employees, representatives, agents, or the like will create a warranty. Price, terms and information is subject to change upon reasonable notice.

Exclusion of liability and limitations of this exclusion

- 14.4. To the fullest extent permitted under applicable law, GameInsight will not be liable in connection with this Agreement for lost profits, reputation, loss of data, or any indirect, consequential, incidental, special or punitive damages.
- 14.5. Notwithstanding any damages that you might incur, the entire liability of GameInsight and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Services during the term of this Agreement.
- 14.6. The limitations of liability in this Section 14 are part of the basis of the Agreement between you and GameInsight and shall apply to all claims of liability (e.g., warranty, tort, negligence, this Agreement and law) even if GameInsight has been noticed of the possibility of any such damage, and even if these remedies fail their essential purpose.
- 14.7. These limitations of liability do not apply to liability that GameInsight has to bear according to statutory obligations. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, why some or all of the above exclusions and limitations may not apply to you.

15. RIGHT OF WITHDRAWAL

- 15.1. As a consumer you have a mandatory right of withdrawal. The period in which the consumer has the right to withdraw the purchase is called the withdrawal period. The withdrawal period starts on the day after the consumer has entered into an agreement and runs for fourteen (14) days (the “**Withdrawal Period**”).
- 15.2. If the last day of the Withdrawal Period falls during a Saturday, Sunday or a public holiday, the Withdrawal Period is extended so that it also applies to the next weekday.
- 15.3. If you want to withdraw a purchase you have to send a clear message to GameInsight within the Withdrawal Period (see Section 15.1 above). This message shall be sent to info@gameinsight.sport. You may use the withdrawal form provided by the Swedish Consumer Agency (Konsumentverket). This form may be accessed through the link below:

<https://www.konsumentverket.se/globalassets/publikationer/kontrakt-och-mallar/angerblankett-2021-konsumentverket.pdf>

- 15.4. If you choose to withdraw a purchase or this Agreement, GameInsight will refund your payment. The refund will be made without delay and in any case within fourteen (14) days from the day GameInsight was notified about your withdrawal. The refund will be made in the same way that you paid for the purchase, if you and GameInsight have not expressly

agreed on anything else. Under all circumstances, the refund will not cause you any charges.

16. LEGAL NOTICE

- 16.1. In the event of a Dispute (definition below), you or GameInsight must give the other party a Legal Notice, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested.
- 16.2. Any Legal Notice shall be sent to GameInsight via email to: info@gameinsight.sport.
- 16.3. GameInsight will send any Legal Notice to you by mail to your address if we have it, or otherwise to your email address. You are responsible for keeping your contact information up to date.
- 16.4. You and GameInsight agree that you will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date of the Legal Notice. After sixty (60) days, you or GameInsight may commence a legal process or arbitration according to Section 17 below.

17. GOVERNING LAW AND DISPUTE RESOLUTION

Generally

- 17.1. You and GameInsight agree that the laws of Sweden, shall exclusively govern any dispute, controversy, claim, action, or other controversy between you and GameInsight related to the Platform and/or this Agreement or the breach, termination or invalidity thereof (collectively “**Dispute**”). This shall not deprive you of the mandatory consumer protections under the law of the country to which GameInsight direct the Platform and where you have habitual residence. With respect to jurisdiction and mandatory law, you and GameInsight agree that any Dispute shall at first instance be settled by the District Court of [Stockholm].

Specific consumer rights

- 17.2. In the event that a dispute cannot be resolved in agreement between you and GameInsight, you as a customer can turn to the National Board of Consumer disputes (ARN). The National Board for Consumer Disputes (ARN) is a public authority that functions roughly like a court. In the event of a dispute, GameInsight follows the recommendation from the National Board of Consumer disputes or other corresponding dispute resolution entity.

17.3. For residents of an EU country other than Sweden, complaints can be submitted online through the European Commission's dispute resolution platform, see <http://ec.europa.eu/consumers/odr>.

17.4. Disputes regarding interpretation or implementation of these general terms shall be interpreted in accordance with Swedish law.

17.5. The address to ARN is:

Allmänna Reklamationsnämnden
Box 174, 101 23 Stockholm
Tel 08-508 86
www.arn.se

18. CONTACT OR COMPLAINTS

18.1. For general inquiries, thoughts or feedback you may contact GameInsight through email at info@gameinsight.sport.