

Usage Terms and Conditions of The Matchplayer AG

1. General

- 1.1. We, The Matchplayer AG with its commercial residence in Schaffhausen, Switzerland, renders services for users on the web site <http://thematchplayer.com> as well as, as required, additional corresponding web sites and mobile applications (hereafter collectively also referred to as our "Platform").
- 1.2. All legal relationships between us and you as the user of our Platform with regards to our services shall be regulated exclusively by these usage terms and conditions (hereafter, "Usage Terms and Conditions").
- 1.3. In the event of conflicts between these Usage Terms and Conditions and any deviating provisions on our Platform, the latter provisions shall take precedence over these Usage Terms and Conditions insofar as the provisions on our Platform are integral components of the Usage Terms and Conditions.
- 1.4. You can, at any time, retrieve, download, save and print out the Usage Terms and Conditions.

2. Conclusion of the Contractual Agreement with Us

- 2.1. By clicking on the field "I hereby approve the Usage Terms and Conditions and the Data Protection Declaration", you hereby declare your agreement with the Usage Terms and Conditions.
- 2.2. As the user, you have no claim to the conclusion of a Contractual Agreement with us (hereafter, "Contractual Agreement"). We shall be entitled to refuse to conclude the Contractual Agreement and to render the services in our free discretion and without being required to state reasons for so doing.
- 2.3. You have the right to revoke the Contractual Agreement with us within fourteen days without being required to state reasons for so doing. The revocation time-frame shall amount to fourteen days after the date when the contractual agreement was concluded. In order to exercise the right of revocation, you must notify

us of your decision to revoke the Contractual Agreement via a transparent declaration (e.g. a letter sent via post, telefax, e-mail or via our contact form).

- 2.4. If you revoke the Contractual Agreement, we will repay all payments which you have made, promptly and by no later than within fourteen days after the date on which we received the notification of the revocation of the Contractual Agreement.
- 2.5. Insofar as you demand that the service is supposed to begin during the revocation period, then you must pay us an appropriate amount which corresponds to the percentage of the services already rendered up to the point in time when you notify us of the exercising of the right of revocation of the Contractual Agreement in comparison with the total scope of the services prescribed in the Contractual Agreement.
- 2.6. You hereby approve that we will begin the implementation of the service before the end of the revocation period.

3. Your Registration as a User

- 3.1. As a user, you must register before you can fully utilise the services on our Platform. The registration is regulated on our Platform which is an integral component of these Usage Terms and Conditions.
- 3.2. You hereby assure that all the data which you provide during the registration are true and complete. You may use no pseudonyms or pen names.
- 3.3. You shall be obliged to promptly notify us in writing of any changes in your user data.
- 3.4. During registration, you shall select a password. You shall be obliged to keep your password confidential, to appropriately protect the devices that you use to access our Platform from malware and to immediately notify us if you at any time suspect that the password has been disclosed to unauthorised parties.
- 3.5. You are hereby in agreement that all activities undertaken with your access data shall be attributable to you as if they were your own activities. All e-mails or other messages which originate from your e-mail address or your account shall thus be considered to be your own.

4. Our Platform and Services

- 4.1. The services to be rendered in accordance with the Contractual Agreement shall be described on our Platform (hereafter, "Services"). These data shall be an integral component of the Usage Terms and Conditions.
- 4.2. Any usage of the services listed on our Platform shall require our prior written consent insofar as the Contractual Agreement between us and you as the user does not prescribe this usage.
- 4.3. You hereby grant us a right of usage, which is free-of-charge, non-revocable, unrestricted by subject matter, territory and time, as well as sub-licensable, to the contents you publish on our web site. We may use the contents particularly for our platform as well as for marketing or promotional purposes. The right of use shall continue to be valid for an indeterminate period of time beyond the end of the Contractual Agreement.
- 4.4. We shall be entitled to alter or discontinue the herein-described Services at any time subject to adherence to the following Clause 11.
- 4.5. When using our Platform as well as for all other actions or omissions which are associated with our Platform, you shall be obliged,
- To follow the applicable laws;
 - To follow the provisions of the Contractual Agreement between us and you as the user;
 - To respect the rights of third parties and particularly to violate no copyrights or other intellectual property rights of third parties;
 - To undertake no actions whatsoever which are suitable for restricting our interests or damaging our reputation or the reputation of other users.
- 4.6. We may, in our sole discretion, award voucher codes or vouchers which are credited to your account (collectively referred to as "Voucher Codes"). You are hereby in agreement that Voucher Codes
- May be used only legally as well as for the designated audience and the designated purpose;
 - May not be duplicated, sold or transferred in any form and/or made available to the public (through public postings or in any other manner) if we have not expressly approved this;

- May be blocked or withdrawn by us at any time for any reason without any liability upon our part;
- May be used only in accordance with the Special Terms and Conditions which we have prescribed for the respective Voucher Code;
- Cannot be paid out in cash; and
- May expire before being redeemed.

4.7. We reserve the right to withhold and/or withdraw vouchers or discounts which you or another user has received via the use of Voucher Codes, if we have determined or believe that the use or redemption of the Voucher Code has been done as the result of an error, fraud, an illegal action and while violating the valid terms and conditions for the Voucher Code or these terms and conditions. If a Voucher Code should not be explicitly restricted by time, then it shall be valid for a maximum of 12 months after it has been awarded to the user.

5. Fee-Based Services

5.1. Our Platform shows whether and/or which of our services are fee-based (hereafter, "Fee-Based Services") and which fees must be paid by you as the user to us (hereafter, "Fees"). These data shall be an integral component of the Contractual Agreement and the listed prices shall be binding. Accordingly, we must be paid in a timely manner for the Fee-Based Services.

5.2. The due date for the Fees as well as your payment options shall be indicated on our Platform. These data shall be an integral component of the Contractual Agreement.

5.3. We shall be entitled to change the prices listed on our Platform at any time subject to adherence to the following Clause 11.

6. Sanctions

6.1. If indications exist that you have violated the statutory directives, third-party rights or provisions of the Contractual Agreement between us and you as the user, we may, in our own free discretion, undertake the following measures:

- Warn you as the user;

- Delete individual entries;
- Temporarily block you as a user;
- Permanently block you as a user or delete your registration and terminate the Contractual Agreement with you without notice.

6.2. We reserve the right to assert damage compensation claims or other legal claims.

7. Safeguarding of Copyrights and Trademarks

7.1. You acknowledge that all elements on our Platform, e.g. texts, images or audio, are protected by copyrights or trademarks and may be downloaded exclusively for private use. In particular, you may not disseminate, copy, send, alter or use these elements in any other way for commercial purposes.

7.2. The Contractual Agreement shall not result in a transfer of rights to you as the user. You shall be granted no licenses insofar as this has not been expressly stipulated for the Contractual Agreement.

8. Liability Restrictions and Warranty Exclusion

8.1. We shall be liable to you, in conjunction with the Contractual Agreement or our Platform, merely for damages caused by intentional wrongdoing or gross negligence. We shall not be liable for auxiliary personnel. Any more extensive liability for damages in conjunction with the Contractual Agreement, directly or indirectly, shall be excluded regardless of for what legal reason the damage compensation claims are asserted.

8.2. We shall, in conjunction with our Platform and the Contractual Agreement, provide you with no warranties and shall hereby exclude any existing statutorily-prescribed warranties. The sphere of validity of this warranty exclusion, which must be understood to be comprehensive, shall not be restricted by the following specific provisions. The same shall also be valid for the liability exclusion prescribed in the aforementioned Clause 8.1.

8.3. We shall provide no guarantees for the correctness, completely and currentness of the data and other contents on our Platform. We also provide no guarantees that our Platform will be devoid of errors and harmful components (e.g. viruses).

- 8.4. When sending newsletters, reports and studies per e-mail, despite exercising great care, we can make no guarantees for their flawless sending.
- 8.5. Our Platform may contain links to third-party web sites over whose contents we have no control. We also provide no guarantees for these third-party contents. The same shall be valid for products and services which are offered by third parties via online shops to which our Platform makes reference (e.g. our pro shop). In this regard, we also provide no guarantees and all liability upon our side shall be excluded insofar as this is legally possible.
- 8.6. We shall endeavour to keep our Platform constantly available insofar as this is possible. However, you acknowledge that a 100% availability of our Platform is not possible. As a user, you shall have no claim to the availability of our Platform.

9. Indemnification

You shall indemnify us from all claims which third parties (including other users) assert against us as the result of the fact that you have violated provisions of the Contractual Agreement. You shall assume all costs which we incur owing to such a violation of provisions of the Contractual Agreement including the costs incurred for the legal defence (including pre-trial costs). Any more extensive rights as well as damage compensation claims upon our part shall remain unaffected.

10. Contractual Term and Termination of the Contractual Agreement

- 10.1. The Contractual Agreement is being concluded for an indeterminate period of time. It may be terminated at any time in accordance with Clause 10.2 below.
- 10.2. The Contractual Agreement may be terminated at any time by either party at the end of each contractual year without being required to state reasons for so doing.
- 10.3. Any termination or other dissolution of the Contractual Agreement shall have particularly the following ramifications:
- You may no longer use our Platform in its full scope;
 - You shall be considered to be immediately in payment default for any outstanding amounts still owed to us;
 - The services which we must render for you as the user shall be immediately discontinued;

- Any payments which you have already made to us shall not be reimbursed.

11. Changes in the Contractual Agreement, the Services and the Fees

- 11.1. We may make changes in the provisions of the Contractual Agreement, our Services and our Fees at any time and in our free discretion. You shall be notified of when they shall become effective on our Platform.
- 11.2. As a user, you must confirm the changes. Insofar as you do not do this, you will no longer be able to comprehensively use our Services.

12. Final Provisions

- 12.1. You shall be entitled to the right to withhold payments or to offset with counterclaims only insofar as your counterclaims are undisputed or have been legally upheld.
- 12.2. Supplements, amendments or the abolition of the Contractual Agreement must be in writing and signed with legal validity by both contractual partners. This shall be valid particularly also for this written form clause. Clause 11 above shall take precedence.
- 12.3. For all service of notifications that is done within the parameters of this Contractual Agreement, an e-mail shall be sufficient. E-mails shall also be considered to fulfil the written form requirement in accordance with these Usage Terms and Conditions or the Contractual Agreement.
- 12.4. Rights and obligations from the Contractual Agreement may be transferred to third parties only subject to the consent of the respective other contractual party. The same shall be valid with regards to the transfer of the entire Contractual Agreement to a third party or the entry of a third party into this Contractual Agreement.
- 12.5. If one or more of the provisions of the Contractual Agreement should be or become invalid or ineffective, then the remainder of the Contractual Agreement shall not be affected. In the event of the invalidity or ineffectiveness of a clause, this clause must be replaced by such a clause which most closely corresponds to the commercial intent of the invalid provision.

- 12.6. If one party should not exercise, or should not promptly exercise, its rights from this Contractual Agreement, this shall not result in the forfeiture or the loss of these rights. The failure to exercise a right, or the belated exercising of a right, shall in no case result in this right no longer being able to be exercised.
- 12.7. We shall not participate in dispute-resolution proceedings before a consumer arbitration board.
- 12.8. The Contractual Agreement shall be subject to substantive Swiss law subject to the exclusion of the conflict of laws provisions and international conventions.
- 12.9. Disputes, differences of opinion, or claims arising from or in conjunction with this Contractual Agreement, including its validity, invalidity, violations thereof, or dissolution, shall be ruled upon exclusively by the ordinary courts for the legal venue of our commercial residence, thus of the commercial residence of The Matchplayer AG.