

Mobile Application Terms and Conditions / End User License Agreement

Last update: 03 August 2024

This Mobile Application Terms and Conditions / End User License Agreement ("Agreement") is a binding agreement between you ("End User" or "you") and FanForce OÜ, acting as FanForza, ("Company", "we" or "us"). This Agreement governs your use of the FanForza Mobile Application ("App") and the www.fanforza.com website.

BY DOWNLOADING/INSTALLING AND USING THE APP, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) AGREE THAT YOU SHOULD BE AT LEAST 13 YEARS OF AGE TO ACCESS THE APP (BELOW THIS AGE CHILDREN MUST HAVE A PARENT'S OR GUARDIAN'S PERMISSION TO SIGN UP); AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THESE TERMS, DO NOT DOWNLOAD AND USE THE APP AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant

Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and non-transferable license to:

- (a) download, install, and use the App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with the App's documentation; and
- (b) access, stream, download, and use on such Mobile Device the Content and Services (as defined in Section 5) made available in or otherwise accessible through the App, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 5.

2. License Restrictions

Licensee shall not:

- (a) copy the App, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App.

3. Reservation of Rights

You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under this Agreement, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company retains its entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information

(a) You acknowledge that when you download, install, or use the App, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, registering for or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the App is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through the App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.

(b) Notwithstanding the foregoing, the data collected is used by the Company to analyse, evaluate and improve your user experience in order to better serve your needs, provide you with more complete and interesting information, and improve our application platform. Information collected may include your first name, last name, email address, phone number, date of birth, skills, interests, photo, Facebook profile URL, Instagram profile URL, Tiktok profile URL. You can opt out of our use of your information and retain access to the core features of the app.

(c) Except as set forth in this Agreement and in our Privacy Policy, no data is sold, shared, or rented to any third parties.

5. Content and Services

The App may provide you with access to Company's or third-party website located at www.fanforza.com (the "Website") and information, resources, products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "Content and Services"). Your access to and use of such Content and Services are subject to the documents governing the use of, and available on, the Website, including our Privacy Policy, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Notice and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the App's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement. In addition, the App may provide you with access to third party websites, which are subject to their own Terms of Use and Privacy Policies. The

Company is not responsible for your use of these third-party websites and care should be taken in reviewing and understanding the applicable terms and policies.

6. Updates

The Company reserves the right, at any time and at its sole discretion, to revise, update, modify, add to or delete certain terms of this Agreement (collectively, including related documentation, “Updates”). Updates will be effective immediately and only Updates considered material by the Company will be notified to you in writing. It is your obligation to remain apprised of the most up to date version of this Agreement. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in agreement or compliance with this Agreement, you may terminate this Agreement in accordance with Section 8 and must immediately uninstall the App. Your continued use of the App following any revision to this Agreement constitutes your acceptance of any and all such Updates.

Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the App will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials

The App may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“Third-Party Materials”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

8. Term and Termination

- (a) The term of Agreement commences when you download/install the App and will continue in effect until terminated by you or Company as set forth in this Section 8.
- (b) You may terminate this Agreement by deleting the App and all copies thereof from your Mobile Device.
- (c) Company may terminate this Agreement and prevent you from accessing the App at any time without prior written notice where Company, in its absolute discretion, believes you have violated any terms and conditions of this Agreement.

(d) Company may terminate this Agreement and discontinue you from accessing the App at any time without notice if it ceases to support the App, which Company may do in its absolute discretion.

(e) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the App and delete all copies of the App from your Mobile Device and account. Termination will not limit any of Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties

THE APP IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APP, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APP, IF ANY.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Indemnification

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the App or your breach of this Agreement, including but not limited to the content you submit or make available through the App, if any.

12. Severability

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of Estonia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the App shall be instituted exclusively in the Estonian Courts. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. Entire Agreement

This Agreement and our Privacy Policy and any Website Terms of Use constitute the entire agreement between you and Company with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.

15. Waiver

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

16. The FanForza App Policy and Data Collection

The FanForza App collects the following information:

User Profile information: In order to offer personalized recommendations based both on your preferences and app activity, and to improve the application in further releases and your user experience, we collect and process information about your mobile device, app activity

and utilize already existing user profile information you shared at the App sign-up. This data is minimized and pseudonymized. The data we utilize and reason we use it:

For technical support reasons:

device type and model
operating system name and version
screen resolution
country and language
carrier name
app and SDK versions

For personalized recommendations:

Name
Surname
Date of Birth
Phone Number
Email
Profile Photo
Location
Skills
Interests
Screens you open
Social Media URL
Time you spent within a particular screen or content
Items and content you viewed or liked.

17. User Conduct

You agree that you will not use the App in a manner that:

- (a) Is illegal, fraudulent, or abusive;
- (b) Harms or exploits children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;
- (c) Infringes any third party's intellectual property rights, privacy rights, or other personal or proprietary rights;
- (d) Interferes with or disrupts the App, servers, or networks connected to the App;
- (e) Attempts to gain unauthorized access to any portion of the App, other accounts, computer systems, or networks connected to the App, through hacking, password mining, or any other means.

18. Modifications to the App

Company reserves the right to modify, suspend, or discontinue, temporarily or permanently, the App or any service to which it connects, with or without notice and without liability to you.

19. Contact Information

If you have any questions about this Agreement, please contact us at:

- Email: support@fanforza.com

- Address: FanForce OÜ, Ahtri 12, Tallinn 15551, Estonia