

CLUBFORCE ONE, d.o.o.

**GENERAL TERMS AND CONDITIONS**

Velenje, 20<sup>th</sup> of August 2020

## **1. Application of the General Terms and Conditions**

1.1 Clubforce One Ltd. (hereinafter referred to as "the Contractor"), in the course of its business, offers its customers (hereinafter: the Subscribers) the services of using the Clubforce application <clubforce.eu> under these general terms (hereinafter referred to as "Services") as further defined in these General Terms and Conditions. The application of these General Terms and Conditions shall be an essential element of any contractual relationship unless no other agreement exists between the Contractor and the Subscriber in accordance with the next paragraph of this Article.

1.2 These General Terms and Conditions shall form an integral part of any contract, except to the extent that individual issues in the form of a written contract concluded between the Contractor and the Subscriber are regulated otherwise or their use is expressly excluded.

## **2. Conclusion of the Contract**

2.1 The Contractor and the Subscriber enter into a contractual relationship, the subject matter of which is the provision of the services by the Contractor on one side and payment for these services by the Subscriber on the other side, by entering into a written contract of which these General Terms and Conditions form an integral part.

## **3. Duration of Contractual Relationship**

3.1 Each contractual relationship shall be concluded for a period specified in the contract. Unless either of the contracting parties informs the other contracting party 3 months before the Contract expires that they do not intend to extend the Contract, the contractual relationship shall be extended for one year by implication. The number of extensions shall not be limited.

3.2 The contractual relationship shall be terminated in the event of the initiation of insolvency proceedings against one of the parties, as well as in the event of the initiation of liquidation proceedings against the contractor.

## **4. Prices of Services**

4.1 Unless expressly agreed otherwise between the contracting parties, the prices of the Contractor's services shall be calculated according to the applicable price list for the Contractor's services.

## **5. Protection and Processing of Personal Data**

5.1 The Contractor will, as a processor, in the course of its services for the Subscriber as a controller also process personal data which the latter will provide to perform the Contract. The Subscriber guarantees that the processing of personal data and their

transmission to the Contractor to provide the services have an appropriate legal basis (e.g. personal consent by data subject, contract, intention to conclude the contract).

5.2 The Subscriber will provide the Contractor with the following types of personal information to provide services on these General Terms and Conditions:

1. name and surname
2. birth details (date, place)
3. personal identification number
4. address of permanent and temporary residence
5. contact information (phone number, email address)
6. attendance at training, competitions and other events
7. training/membership fees (payment data and means of payment data)
8. the registration number
9. the validity of the medical examination

In addition to the types of personal information listed above, the Contractor will also process the following specific types of personal information:

1. data concerning health (description, monitoring and treatment of injury, disease and general state; medicines)
2. information on dietary measures (e.g. nutritional supplements etc.)

The personal information listed above applies to all or individual categories of individuals:

- the Subscriber's workers (management, employees)
- external contractors (e.g. appointed coaches, physical therapists etc.)
- members and their parents, legal representatives or guardians.

5.3 The Contractor shall perform for the Subscriber the processing of personal data to the extent and for the purpose necessary for the smooth running or use of the functionality of the application, as defined by these General Terms and Conditions.

5.4 In particular, the Contractor shall perform the following types of personal data processing activities for the Subscriber: collection, storage, structuring, customisation, combining, profiling, forwarding to third parties, and other actions required to perform the services under these General Terms and Conditions.

The Contractor shall also perform the members profiling for the Subscriber for the purpose of fulfilling the obligations under the Contract, i.e. achieving savings and effects and implementing the functionality of the Application. Automated processing of personal data relating to an individual involves the use of personal data of an individual member to evaluate certain personal aspects, in particular, to analyse or predict competitive performance, reliability, behaviour and other purposes.

The Contractor undertakes not to modify, erase, destroy or transmit the data to individuals or third parties without the prior express written permission or authorisation by the Subscriber.

5.5 The Contractor undertakes to handle the received personal data under the provisions of the General Data Protection Regulation (GDPR) and the national regulations adopted on the basis thereof, in particular not to use personal data for a purpose other than that specified in these General Terms and Conditions.

5.6 The Contractor undertakes to return the personal data within 60 days after the termination of the Contract or after the fulfilment of the purpose or in the event of a dispute between the contracting parties after the resolution of the dispute, and to destroy or anonymise any copies of such data within 24 months. The Contractor shall be entitled to use anonymised data for statistical purposes, scientific research or to conduct the audit trail as evidence for its own purposes or when required by law or by adopted internal rules (e.g. ISO standard used, etc.).

5.7 The Subscriber is aware that in cases where the legal conditions are fulfilled and without the express consent of the Subscriber, the Contractor may transmit personal data to state authorities competent for the detection or prosecution of criminal offences, the court or other state authority or authorised legal person under public or private law.

5.8 Each contracting party shall provide sufficient assurance to the other party in the implementation of appropriate technical and organisational measures in such a way that the processing of personal data complies with the requirements of the General Data Protection Regulation (GDPR) and the national legislation.

The Contractor shall ensure that the transfer of personal data via telecommunications networks is carried out using cryptography.

The Subscriber shall have the right to supervise on the Contractor's side the implementation of procedures and measures for the protection of personal data. The Subscriber may, on its own or through external authorised persons, no more than once a year, carry out, at its own expense, an audit of operations on the Contractor's side in part concerning the protection of personal data. The audit must be announced and not carried out at a time that is unfavourable to the Contractor (e.g. when other audits are under way, during periods of annual leave, etc.). The Contractor may refuse to carry out such an audit if it has already carried out a similar audit within the last 12 months alone or through third parties. In such case, the Subscriber must be informed of the findings of the audit carried out.

5.9 The Contractor shall ensure that personal data are processed or are accessed only by specially authorised persons of the Contractor who are either employed or in another contractual relationship. All persons who perform the processing of personal data for the Contractor, regardless of the nature of the contractual relationship, are bound by the confidentiality and protection of the Subscriber's personal data.

The Contractor shall have, based on the concluded contract, general written permission of the Subscriber to enter into a working or other contractual relationship with a third party who will perform for the Contractor the processing of personal data obtained from the Subscriber. The Contractor shall be obliged to inform the Subscriber of its decision to conclude the contract with a third party (i.e. sub-processor) at least 10 days before the conclusion of such contract. When the Subscriber does not agree with such a decision of the Contractor, it may, within 7 days after receiving the notification, withdraw from the Contract without notice. After expiry of that period, it can no longer exercise the right to terminate the Contract due to disagreement without a notice.

The Subscriber shall be entitled to obtain from the Contractor information about all third parties (sub-processors) who perform personal data processing for it, stating the activity of processing of personal data performed by the third party for the Contractor.

5.10 The Contractor and the Subscriber agree that the data subject shall exercise all rights related to the protection of personal data subject to processing under these General Terms and Conditions through the Subscriber. Any requests for the exercise of the rights of the data subject (e.g. right of access, rectification or erasure of personal data, right to restriction of processing, right to object the processing, the right to data portability, etc.) received by the processor or made known to the processor shall be forwarded to the controller no later than 10 days after the receipt and at the same time, the data subject shall be informed on the forwarding. In resolving the data subject's request relating to the protection of personal rights, the Contractor shall be obliged to provide the Subscriber, upon its request, with all necessary explanations or evidence, or otherwise assist it with its professional and technical expertise in resolving the data subject's request.

## **6. Obligations of the Contractor**

6.1 The Contractor shall provide the User with permanent access to the Clubforce application and to the data provided by the Subscriber and with storage and protection of the data.

When accessing the application, the User shall have access to at least the following features of the application:

- a single-player base
- player overview by selections
- planning of training
- keeping a presence
- training calendar
- scouting
- internal social network
- payments

6.2 All data will be accessible in the so-called cloud service and stored on servers within the territory of the European Union.

6.3 The Contractor shall take security measures to prevent the destruction, loss, alteration, accidental or unauthorised access or dissemination of data. In no case shall the Contractor be held responsible for the short-term unavailability of data or loss of data due to force majeure or Internet errors faults. The Contractor shall also not be liable for data loss due to actions on the Subscriber's part.

6.4 The Contractor will treat all data and information provided by the Subscriber, as well as all information and services provided to the Subscriber, as confidential and will not use or provide it to third parties without the Subscriber's express and written order, unless legal conditions are fulfilled for forwarding them to a state authority competent to detect or prosecute crimes, a court or other state authority.

6.5 The Contractor shall be entitled to disclose the name or company name of the Subscriber in the course of listing its references.

6.6 The Contractor shall comply with all applicable legislation at European and national level in the countries where the Contractor operates.

## **7. Obligations of the Subscriber**

7.1 The Subscriber undertakes to provide the Contractor with accurate and up-to-date information necessary for the performance of services under this Contract and to keep the latter until such time as the legal or contractual conditions are fulfilled. The Subscriber is responsible for the accuracy and completeness of the data fulfilled in application, which are necessary for the proper functioning of the application.

7.2 The Subscriber undertakes to warn the Contractor of any defects or irregularities in the functioning of the system and to allow it sufficient time to correct them if they occur.

7.3 The Subscriber undertakes to pay the Contractor for the services rendered within 15 days from the receipt of the invoice calculated in accordance with Article 4 of these General Terms and Conditions.

7.4 The Subscriber undertakes to attend to the legality of all personal and other data collection forwarded to the Contractor.

7.5 The Subscriber undertakes to obtain the appropriate hardware and Internet connection, which will enable it to communicate with the Contractor to use the Contractor's services.

7.6 The Subscriber shall access the services and functionalities of the Application following these General Terms and Conditions, and in accordance with the law, and in

particular, it shall respect the personal and intellectual property rights as well as the principles of public order, good customs and good business practice.

7.7 The Subscriber shall not use any technology that allows access or attempted access through the Application to channels, sectors, communications or documents encrypted or protected by a username and password, digital certificates or other secret codes.

7.8 The Subscriber shall not compromise network security by using or transmitting viruses, worms or other attacks through the Application or other techniques that could compromise its effectiveness.

## **8. Termination of the Contract**

8.1 The Contract may be terminated early without notice due to breach of these Terms and Conditions and/or the Contract by the other party.

8.2 The grounds for infringement on the part of the Contractor shall be in particular:

1. failure to provide services to the Subscriber to the agreed minimum extent
2. failure to provide data protection
3. disclosure of data and information to unauthorised third parties

8.3 The Subscriber's fault-based grounds shall be:

1. non-payment or late payment of obligations to the Contractor
2. providing information obtained without proper authorisation
3. disclosure of confidential information under these Terms and Conditions to third parties

## **9. Disabling Access to the Application**

9.1 Short-term interruptions to access the Application due to maintenance work, system upgrades or system fixes are possible and shall not constitute a breach of the Contract by the Contractor unless the outage lasts more than 48 hours.

9.2 The Contractor shall, in any case, have the right to deny the Subscriber access to the Application and its use if the Subscriber delays fulfilment of its obligations under this Contract for more than 7 days; the same applies in case of a dispute between the Contractor and the Subscriber.

9.3 Regardless of the reason for the termination of access, the Contractor's liability shall be, in case the prior notification of the termination of access has been given, excluded for damages in relation to the Subscriber for any form of damage that the Subscriber might have suffered in this regard.

## **10. Intellectual and Industrial Property**

10.1 The Contractor, as the author of the collective and intellectual work, is the holder of intellectual and industrial property rights for the Application.

10.2 Under no circumstances shall access, use or navigation constitute a waiver, license or assignment of all or part of these rights by the Contractor.

10.3 As a result, it is not permitted to remove, disregard or modify any copyright, intellectual property and any other information that defines the rights holder's rights, as well as any technical security devices, or other media and/or content identification.

10.4 It is also forbidden to modify, copy, reuse, extract, exploit, reproduce, publicly communicate, make secondary or further publications, upload files, mail, transmit, use, process or distribute in any way all or part of the content of the application without the express written consent of the holder of the relevant rights.

## **11. Final provisions**

11.1 The contractual relationship shall be concluded under Slovenian law.

Any dispute arising out of a contractual relationship or in connection with the implementation of this Contract shall be settled by the competent court in Celje.

11.2 These general terms and conditions shall enter into force as of 20<sup>th</sup> of October 2019.

Any modifications to the General or Special Terms will be notified by the Contractor to the Subscribers via the appropriate communication channel on the Application ... and the Subscriber will accept or reject the new Terms. In case of non-acceptance, the Subscriber must notify the Contractor, and the Contract shall terminate with such decision on the part of the Subscriber. The Subscriber must periodically review these Terms to be aware of its rights, duties and responsibilities.