

# Terms and conditions for Team Account

## 1. General

We are happy to welcome you to Team Account. We hope you will enjoy using our services and improving your team as much as we have enjoyed developing Team Account. The reason why you have subscribed to Team Account is probably because your team matches and practises are recorded and streamed.

By accepting these terms and conditions you also accept the attached Data Processing Agreement (**DPA**), attached as Annex 1.

These Terms and Conditions ("**Terms**") apply to your relationship with Sportway AB (556965-9708), and your use as a coach, team manager, head of coaching etc of Team Account. The terms apply only to private use (not commercial). By using our Team Account, you: (i) have read, understood and agreed to our Terms and our privacy policy (ii) are 18 years of age or older.

## 2. About Us

### Content of the service

Team Account is an online service that allows teams and coaches to use the video recording in their everyday analytic and practice activities by tagging of events from the video broadcasts, as well as additional in-depth data collection.

By enriching the video recording coaches and players can analyse performance and provide constructive feedback and coaching, speeding up development and increasing both quality of games as well as practice ("**User material**").

Team Account is available for a variety of devices (TV, mobile, PC, tablet, etc.). What content is available and for how long will vary.

### The Company

Team Account is delivered by:

Sportway AB, Virkesvägen 12, 120 30 Stockholm, Sweden, (hereinafter "we", "our" or "us").

Please note that the Terms may be transferred to one of our group companies according to clauses below.

## 3. User material

### General rules of conduct

Team Account allows you to store and/or share User material with your team members. This specifically mean that You have no right to share User material outside of your own team members, such as for example to share material with members of other teams regardless if such a team belong to the same club or a different club.

We don't claim ownership of your User material and you are responsible for enriching the videorecording with personal data.

We have the right to refuse publication of or remove User material at any time.

### Content that you publish

We have no insight into what you publish with the support of Team Account on our digital platforms. You have a personal responsibility to ensure that the content of the User material that you publish on the platform meets both legal requirements and these Terms.

You warrant that User materials do not contain statements or material where the publication of such User material could give rise to damages or criminal liability for Sportway.

Your User material may not include illegal material, for example, incitement against a group of people, unlawful depiction of violence, child pornography, defamation or copyright infringement, pornographic material or material that contains gross violence.

#### You warrant

You represent and warrant for the duration of these Terms that you have (and will have) all the rights necessary for User material that is uploaded, stored, or shared on or through the services and that the collection, use, and retention of User material will not violate any law or rights of others.

To the extent necessary to provide Team Account to you and others, to protect you and the Team Account, and to improve our products and services, you grant us a worldwide and royalty-free intellectual property license to use your content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools User material on the services. We do not use what you say in your communications, or your documents, photos or other personal files to target advertising to you.

#### **4. Usage of the service**

##### Personal user account

Use of Team Account requires a user account. You are responsible for ensuring that the information you have entered in connection with the creation of your user account is correct and that the information is regularly updated if necessary and you are authorised to enter into the Terms on behalf of the Club.

If we reasonably suspect or find that someone else wrongly has access to your user account, such as a person not being part of your team, we reserve the right to immediately suspend you from the service. If you discover errors in the services or suspect that someone is abusing your user account, please inform us via our Customer Service.

##### Permitted Use

You are responsible for ensuring that Team Account is not used in violation of applicable legislation and regulations. Material that you gain access to through Team Account is protected by copyright, trademark and/or other protected intellectual property rights (national and international). You may not dispose of material that you gain access to in violation of applicable legislation or in violation of these Terms. Any use of Team Account that has not been expressly permitted under these Terms is prohibited. This means, among other things, that you may not use material for commercial purposes. You may not bypass, remove, change or otherwise affect the technology and/or the security system that we use to protect the service.

##### Breach of contract

Actions contrary to provisions in these Terms shall always be considered to constitute a material breach of contract and give us the right to immediately suspend you from Team Account without the obligation to refund payments made regardless of the subscription period. You agree to indemnify and hold us and our partners harmless from any damage, loss, claims, costs and expenses, including legal costs, caused by or arising in connection with your breach of these Terms, applicable laws, regulations or third party's rights.

#### **5. Technical prerequisites**

Your ability to use Team Account is dependent on you having the necessary equipment, system and internet connection. We are not responsible for errors and/or problems that are a result (in whole or in part) of you not having the necessary equipment, software and/or internet capacity.

#### **6. Registration of Team Account**

When you create and register your Team Account, we ask you for your contact information.

#### **7. Price and payments**

##### Price

Price for purchases Team Account is shown in the price list, that may vary from time to time, which can be found on the Team Account site.

#### Payment

You pay for Team Account via invoice, yearly in advance.

#### Age

To purchase Team Account, you must be at least 18 years old. We reserve the right to suspend a user who knowingly misleads or falsely claims to be 18 years of age or older in connection with the purchase.

#### Long time errors

If there are long-term errors in a paid service that prevent you from using it, you may be entitled to a refund or free access to Team Account for a duration commensurate with the time Team Account has not been available.

### **8. Delivery, of the agreement duration and termination**

#### Delivery

Team Account is considered delivered as soon as it is available to you. Usually, you will have access to Team Account as soon as you have completed the registration and we have registered the payment. As long as you pay our invoices for future years, the Team Account will continue to be delivered to you.

### **9. Security**

#### Use of Team Account

You may not attempt to circumvent our security systems or attempt to affect, test or modify the security of Team Account. You may not use Team Account in a manner that may damage, disable, overburden, impair or interfere with other users' use of Team Account. This means, among other things, that you may not transmit or send material that contains software viruses or other data codes, files or programs that have been created to damage, interrupt, destroy or limit the functionality of any computer software or hardware or equipment directly or indirectly connected to Team Account.

You must also not attempt to gain unauthorized access to any computer system, network, content or information on which Team Account is based. Violations of this provision (clause 9) are a material breach of these Terms, which entitles us to immediately terminate Team Account for you.

### **10. Applicable law and disputes**

Swedish law shall be applicable to this agreement.

Disputes arising from these Terms we will primarily try to resolve through a mutual agreement. If the parties cannot agree, the dispute will be settled in a Swedish court with the application of Swedish law. The Terms does do not limit any consumer rights to which you may be entitled under mandatory legislation in the country in which you live. If you are not a resident in Sweden, you can bring an action at a court in the country where you are resident.

You can also submit complaints to the European Commission's Online Dispute Resolution ("ODR") platform via <https://ec.europa.eu/consumers/odr>.

### **11. Limitation of Liability**

The nature of Team Account means that disruptions, for example due to congestion, network and/or other communication errors and/or problems, may occur which may mean that you are temporarily unable to take part in purchased content. We are not responsible for you not being able to use Team Account due to such overload, errors and/or problems.

Team Account may also be temporarily inactive or available to a limited extent due to maintenance or technical updates attributable to us. We are not responsible for you not being able to use Team Account due to such maintenance or update work.

**12. Personal Data**

When you use Team Account, we collect information about you. You can read more about which personal data we collect, and how we process the information that is collected, in our Privacy Notice on the relevant play site or here on Team Account.

**13. Changes of Terms**

We may, from time to time, change these Terms. Upon any material change, we will inform of these changes on the Team Account website no later than thirty (30) calendar days prior to the effective date of the change, allowing you to terminate Team Account prior to the effective date of major material change. Your continued use of Team account after the alteration will mean acceptance of the new Terms. In exceptional cases, due to legal or regulatory reasons, we may need to implement changes immediately. In such cases, we will notify you at the latest in connection with the change being implemented.

Since Team Account is continuously updated for the purpose of improvement, ongoing changes and updates to the content of Team Account and changes to the appearance of the website are not considered changes that fall under this provision.

**14. Force majeure**

We have no liability in the event that our broadcasting activity, distribution of Team Account and/or our performance under these Terms is otherwise limited, prevented or delayed or the availability and/or functionality of Team Account or the website is limited, prevented or delayed due to by law, government order and/or other causes beyond our control (including delay or failure caused by an interruption or failure in telecommunications or digital transmission links, upload and download capacity or other similar transmission failure).

**15. Assignment of the agreement**

We reserve the right to transfer our rights and obligations pursuant to the Terms to a third party, or another company in our group. You have no right to transfer your rights or obligations under the Terms to anyone else.

**16. Contact information**

You can contact us at the contact information stated on the relevant the Team Account site.

**17. Agreement completeness**

The Terms constitute the complete regulation of all matters affecting our dealings. All written or oral commitments and declarations that preceded the Terms are replaced by this content.

**18. Version**

The Terms are last updated in September 2024.

## Data Processing Agreement

*Updated:*

December 2023

*Version:*

1.2

This data processing agreement (“**DPA**”) apply to our processing of personal data on behalf of the Club (“**Club**”) in connection with the provision of the services to the extent the processing of personal data is subject to the GDPR, and your use of services.

Sportway AB (556965-9708), Virkesvägen 12, 120 30 Stockholm, Sweden (“**Sportway**”) operates the video service to make matches available through a streaming service.

The Club now wishes to use the additional service Team Account for some or all their teams. The Club is the controller of personal data when their teams are using Team Account. The permission to use the technical service derives from Sportway and the use of Team Account is regulated in this Terms and Conditions for Team Account (“**Terms**”).

### INTRODUCTION

#### 1. Roles of the Parties

Sportway AB, (“**Sportway**”, “**we**”, “**our**”, “**us**”), will process personal data on behalf of the Club as a processor in connection with the provision of the services as detailed in the Instruction in Schedule 1 of this DPA.

#### 2. Definitions

Lower case terms used but not defined in this DPA, such as “controller”, “processor”, “personal data”, “processing” and “personal data” shall have the same meaning as in Article 4 of the GDPR. Additional definitions used in this DPA are outlined below.

#### 3. Priority

In the event of any conflict or inconsistency between this DPA and the Terms with the Club, the terms of this DPA shall prevail.

### OBLIGATIONS OF THE PARTIES

#### 4. Instructions

Sportway shall only process personal data on behalf of the Club in accordance with any Instructions by the Club and Applicable Data Protection Laws. Any such further Instruction with respect to the processing of personal data shall be provided to Sportway by way of e-mail to: [teamaccount@sportway.com](mailto:teamaccount@sportway.com).

Any Instruction shall include the same information as outlined in Schedule 1. If the Club issues new Instructions which are over and beyond what Applicable Data Protection Laws require or which is not supported by the services, Sportway is, if the Club maintains the Instruction, entitled to reasonable compensation for the cost that the new Instruction implies or otherwise according to a separate agreement between the Parties.

#### 5. Documentation and Compliance

Any request for an audit or inspection by the Club shall be send to us by e-mail to:

[teamaccount@sportway.com](mailto:teamaccount@sportway.com) The Club shall give us reasonable notice of at least one (1) month prior to

exercising its audit rights in order to allow the parties to plan the audit or inspection. For the avoidance of doubt, any inspection or audit shall only comprise such information that is necessary in order for the Club to determine whether we have fulfilled our obligations under this DPA and Applicable Data Protection Laws and shall not comprise any other information which is irrelevant to our processing of personal data on behalf of the Club under this DPA. Each party shall bear its own costs in relation to any audit. Should an audit or inspection show that we have not fulfilled our obligations under this DPA or applicable Data Protection Laws, Sportway shall remedy such issue without undue delay at its own cost.

## **6. Use of Sub-processors**

The Club hereby gives Sportway a general written authorization to engage direct sub-processors, which are necessary to provide the services. All such direct sub-processors are outlined in a list available on our website [www.sportway.com](http://www.sportway.com). Any intended changes of that list through the addition or replacement of a direct sub-processor shall be notified to the Club 30 days in advance by e-mail to the Club's designated contact person. The list and any notification of an intended change of the list shall include at least the following information in relation to each direct sub-processor:

- (i) the identity of the direct sub-processor (including full legal name, corporate registration number and address);
- (ii) the type(s) of service(s) provided by the direct sub-processor;
- (iii) the location where the direct sub-processor will process personal data on behalf of the Club; and
- (iv) information on the measures (or where information on such measures may be found) that the direct sub-processor has taken to protect the personal data.

Any objection of the Club with respect to the addition or replacement of a direct sub-processor shall be made within thirty (30) days from the date the Club received our notification of the intended change and shall be sent by e-mail to: [teamaccount@sportway.com](mailto:teamaccount@sportway.com). If the Club objects to the change, the parties shall seek to agree on a solution which is acceptable to both parties. If the parties do not agree on a solution within thirty (30) days following the Club's written objection, or at such later time (which the Parties have agreed on in writing) and if it is not possible for Sportway to provide the services without the direct sub-processor, the Club shall have a right to terminate the Terms in advance to end following the thirty (30) days' period calculated from the Club's written objection.

Where the Club does not object to the change, Sportway may engage the direct sub-processor for the processing of personal data on behalf of the Club.

Any request for a copy of a direct sub-processing agreement that Sportway has entered into with a direct sub-processor engaged to process personal data on behalf of the Club under this DPA shall be sent by e-mail to: [teamaccount@sportway.com](mailto:teamaccount@sportway.com). Sportway shall have the right to delete or remove any commercial information from such direct sub-processing agreement prior to disclosing the agreement to the Club.

## **7. Assistance to the Controller**

Any notifications to the Club regarding requests that Sportway has received from any data subject regarding the processing of personal data carried out on behalf of the Club under this DPA shall be sent by e-mail to the Club's designated contact person.

## **8. Notification of Personal Data Breach**

Notification of a personal data breach shall be sent by e-mail to the Club's designated contact person. Sportway shall immediately after becoming aware of a personal data breach which concerns personal data processed on behalf of the Club;

- (i) commence an investigation of the personal data breach in order to determine the scope, nature and the likely consequences of the personal data breach,
- (ii) take appropriate remedial measures in order to mitigate the possible adverse effects of the personal data breach, and

- (iii) consult with the Club in order to determine as to whether the Club would be obligated under Applicable Data Protection Laws to notify the competent supervisory authority and or the data subjects concerned of the personal data breach.

#### **9. Request from Supervisory Authority**

In case a competent supervisory authority requests;

- (i) information from Sportway regarding the processing of personal data under this DPA, or
- (ii) that Sportway shall disclose personal data that we process on behalf of the Club under this DPA,

Sportway shall without undue delay notify the Club in writing thereof. Notification shall be sent by e-mail to the Club's designated contact person. The parties shall thereafter consult regarding the supervisory authority's request. This obligation does not apply if Sportway is prohibited under law to notify or consult with the Club regarding the supervisory authority's request. Sportway may not act on the Club's behalf as agent for the Club or otherwise.

#### **10. Confidentiality of Personal Data**

Sportway shall keep any personal data processed on behalf of the Club strictly confidentiality and not disclose or make available the personal data to any third party, unless otherwise authorized in advance in writing by the Club or as otherwise required under law or for the performance of this DPA or for the provision of the services.

#### **11. Term and Termination**

This DPA is effective during the Term and for such additional period that Sportway processes personal data on behalf of the Club. The Club is entitled to terminate this DPA in accordance with the Terms.

#### **12. Return of Personal Data**

Upon termination of the Terms or this DPA, the Club shall provide Sportway with a written instruction as to whether the personal data that Sportway (or any sub-processors engaged by us) process on behalf of the Club shall (i) be returned to the Club or (ii) be deleted in a secure and irreversible way. If the Club does not provide such instruction within thirty (30) days following the termination of the Terms or the DPA, any personal data covered by this DPA and in our possession or control shall be deleted without undue delay. The instruction under this clause shall be sent by e-mail to: [teamaccount@sportway.com](mailto:teamaccount@sportway.com).

#### **13. Survival of Certain Terms**

Clause 10 (*Confidentiality*), Clause 12 (*Return of personal data*), Clause 14 (*Liability*), Clause 15 (*Severability*), Clause 16 (*Assignment*), Clause 17 (*No waiver*), Clause 18 (*Governing law*), and Clause 19 (*Disputes*) shall survive the termination of this DPA for any reason.

#### **14. Liability**

Each party shall be liable for any administrative fines imposed on the party in question due to the party's failure to fulfil its obligation under this DPA or Applicable Data Protection Laws or otherwise has processed personal data in breach of Applicable Data Protection Laws. Moreover, liability for any claims for damages from data subjects concerned shall be governed by Article 82 of the GDPR.

In no event will either party's aggregate liability to the other party arising out of or related to this DPA, exceed the greater of EUR 10,000 or the amounts paid or payable to the other party under Terms during the 12-month period immediately preceding the incident giving rise to such liability. In no event will either party have any liability to the other party for any loss of business, revenue, profits, goodwill, use or other economic advantage or for any other indirect or consequential damages, however caused. The limitations above shall not apply in case of gross negligence or willful miss-conduct.

The limitation of liability is, however, not applicable with respect to damages which arise as a result of a breach the confidentiality undertaking in the Terms.

**15. Severability**

If at any time any provision of this DPA is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of the DPA shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the deficient provision shall be replaced with a new provision permitted by applicable law and having an effect as close as possible to the deficient provision.

**16. Assignment**

The rights and obligations of the DPA may not be assigned by a party without the prior written approval of the other party. The exception to this is if Terms, to which this DPA is an appendix, is transferred. Should this be the case then the DPA will continue to be an appendix to the Terms.

**17. No waiver**

Delay by either party to exercise a right or remedy under this DPA shall not affect such party's right to enforce such right or remedy at a later time. A waiver by any party of any breach of any provision under this DPA shall not be construed to be a waiver by such party in relation to subsequent breaches of such or other provisions in this DPA.

**18. Governing law and disputes**

This DPA is governed by Swedish law, without giving effect to any principles of conflicts of law.

Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity of it, shall be handled according to clause 10 of the Terms.

The following additional defined terms are used in this DPA:

<i>Term</i>	<i>Meaning</i>
<b>"Applicable Data Protection Laws"</b>	means the GDPR and all data protection legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of data subjects with respect to the processing of their personal data, that apply to any of the Parties;
<b>"GDPR"</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
<b>"Instructions"</b>	means any documented instruction issued by the Club that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and any specific requirements that apply to the processing, including Schedule 1 of this DPA;
<b>"Club"</b>	means the legal entity that has entered into the Terms with us;

**“Website”**

means our website available at the address:  
[www.sportway.com](http://www.sportway.com).

## INSTRUCTION REGARDING THE PROCESSING OF PERSONAL DATA FOR THE PROVISION OF THE SERVICES

This Schedule 1 sets out the Club's Instruction with respect to Sportway (and our sub-processors) processing of personal data in connection with provision of the Team Account services.

### Purposes of the processing of personal data

We will process personal data on behalf of the Club in connection with the provision of the services and to fulfil its obligations under this DPA and Applicable Data Protection Laws.

Specifically, we will process personal data on behalf of the Club to:

- Enable coaching and game and player analysis of matches and practices using Team Account, and
- Ensure technical functionality and security of the services.

### Description of the processing of personal data

Enable coaching and game and player analysis of matches and practices using Team Account.

Personal data is processed to enable coaching and game and player analysis using Team Account.

<i>Categories of data subjects</i>	<i>Categories of personal data</i>	<i>Default storage period</i>
<ul style="list-style-type: none"> <li>• Players</li> <li>• Coaches</li> <li>• Team members</li> <li>• Officials</li> <li>• Spectators</li> <li>• Other individuals attending a game or a practice session</li> </ul>	<ul style="list-style-type: none"> <li>• Identification information</li> <li>• Picture, video and audio material</li> <li>• Profile information</li> </ul>	Personal data is stored for as long as the services are provided on behalf of the Club or until the Club instructs otherwise.

### Relevant categories of personal data that are stated in relation to the purposes of the use of personal data

Personal data is processed to ensure the technical functionality and security of the services, for example for security logging, error handling, and backups.

<i>Categories of data subjects</i>	<i>Categories of personal data</i>	<i>Default storage period</i>
<ul style="list-style-type: none"> <li>• All concerned categories of data subjects</li> </ul>	<ul style="list-style-type: none"> <li>• All concerned categories of personal data</li> </ul>	Personal data is stored for the same period as stated in relation to each relevant purpose of the processing. Personal data in logs are stored for troubleshooting and incident management for a period of 3 months from the date and time of the log entry. Personal data in backups are stored for a period of 13 months from the date of the backup.

### Place of processing

Personal data is processed by Sportway. For information where our sub-processors that we have engaged to provide the services process personal data, please see our list of sub-processors below.

### Direct Sub-processors

As of the date of the commencement of the processing of personal data on behalf of the Club, Sportway engages the following direct sub-processors:

<i>Direct Sub-processor</i>	<i>Service(s)</i>	<i>Location of processing</i>	<i>Safeguards</i>
<i>Sportway AB</i> Reg. no. 556965-9708 Virkesvägen 12, 120 30 Stockholm, Sweden	Provision of AI production services	Sweden	Please see Sportway AB's Privacy Statement: <a href="https://sportway.com/privacy-policy">https://sportway.com/privacy-policy</a>

### Indirect sub processors

Sportway is a subsidiary of the Sportway Media Group AB in which Sportway AB and Live Arena Sports AB both are fully owned subsidiaries. As part of the services provided by Sportway AB to Sportway, Sportway AB and Live Arena Sports have currently engaged the following main indirect sub processors.

<i>Indirect Sub-processor</i>	<i>Service(s)</i>	<i>Location of processing</i>	<i>Safeguards</i>
<i>Studio Automated Holding Bv</i> Reg. no. 77185609 Veemkade 344 Amsterdam, Holland	Provision of AI algorithm	Holland	Please see Studio Automated's Privacy Statement: <a href="https://studioautomated.com/privacy/">https://studioautomated.com/privacy/</a>
<i>Live Arena Sports AB</i> Reg. no. 559163-0750 Vireksvägen 12, 120 30 Stockholm, Sweden	Software development	Sweden	Sportway has entered into a sub-processing agreement which reflects the obligations under this DPA.
<i>GlobalConnect Network AB</i> Reg Nr 556597-6122 Bäverns gränd 17 753 81 Uppsala Sweden	Storage and distribution	Sweden	Please see: <a href="http://www.globalconnect.se">www.globalconnect.se</a>
<i>BunnyWay d.o.o.</i> Reg. No. 7297513	Storage and distribution		Please see <a href="http://www.bunny.net">www.bunny.net</a>

Dunajska cesta 165, 1000  
Ljubljana, Slovenia

<i>Microsoft Ireland Operations Limited</i>	Storage and distribution	Ireland	Please see Microsoft's compliance information: <a href="https://azure.microsoft.com/sv-se/overview/trusted-cloud/compliance/">https://azure.microsoft.com/sv- se/overview/trusted- cloud/compliance/</a>
Reg. no. IE256796			
One Microsoft Place, South County Business Park, Leopardstown, Dublin 18 D18 P521, Ireland			

<i>Stripe Payments Europe Limited</i>	Payments	Ireland	Please see Stripe's Privacy Center: <a href="https://stripe.com/se/privacy-center/legal">https://stripe.com/se/privacy- center/legal</a>
Reg. no. IE513174			
C/O A & L Goodbody, Ifsc, North Wall Quay Dublin D01 H104, Ireland			

**Changes to this instruction**

The Parties agree that this Instruction may be updated from time to time in order to reflect the processing of personal data carried out by Sportway (and our sub-processors) in connection with the provision of the services.

Measures to ensure availability of personal data, for example backup routines, firewalls and logging.