



General terms and conditions Online Sports Academy

Article 1 - Definitions

In these general terms and conditions the following terms are used:

Account: the personal digital environment on the website that user has access to, in order to make use of the service.

General terms and conditions: these general terms and conditions.

Content: the entirety of information made available to user by Online Sports Academy through the website, including but not limited to skills, exercises, training, videos, images and texts.

Service: the [user environment] onlinesportsacademy.com. The offered online platform on which users can log in and make use of the offered functionalities.

User: the person who has created an account for the use of the service. This can be an individual trainer or coach but also a representative of an association or institution, who has created an account.

Intellectual property: All rights of an intellectual or industrial nature relating to the service and the website as well as the content made public through the website.

Online Sports Academy: onlinesportsacademy.com is an initiative of PS International B.V. All rights including copyrights on all material on Online Sports Academy belong to PS International B.V. Online Sports Academy is legally represented by PS International B.V. in these general terms and conditions.

Agreement: the agreement between Online Sports Academy and user by which Online Sports Academy undertakes to provide the service to user, without prejudice to all other obligations of Online Sports Academy and/or user resulting from the general terms and conditions.

Website: the platform of the Online Sports Academy that is available through the website user environment onlinesportsacademy.com and underlying pages.

Article 2 - Access to the service

1. User gains access to the Service by registering an Account in the manner described on the Website. User will get access to the Service after registration after creating the specific user environment for the User.
2. User guarantees the accuracy of the data required for the registration of the Account.
3. User declares to have reached at least the age of 16 (sixteen). User who has not reached the age of 16 (sixteen) declares for the registration of the Account and the use of the Service to have explicit consent of parents or guardian of User.

Article 3 - Use of the Service

1. The Service consists of providing the User with access to the Website, on which the User can use tools for optimizing the process of training (top) athletes.
2. Under the conditions as stated in these Terms and Conditions and for the duration of the Account, Online Sports Academy grants User a limited, personal, revocable, non-exclusive and non-transferable right to use the Service, including the Website and the Content.
3. The information on the Online Sports Academy website is intended for general information and for personal and non-commercial use only. The information is not intended to replace any advice.
4. Notwithstanding the other provisions of these General Terms and Conditions, the activities of User within the framework of the Service, including the use of the Website and the communication with other Users via the Service may not
 - be based on falsehoods and/or be misleading;
 - be discriminatory, violent, pornographic, illegal, offensive or otherwise inappropriate, at the



discretion of Online Sports Academy;

- contain viruses, Trojan horses, worms, bots or other software that can damage, render unusable or inaccessible, erase or misappropriate an automated work or that are intended to circumvent technical protection measures of the Website and/or the Service's computer systems;
- consist of the use of any software and/or hardware tools and/or solutions (whether owned by you or made available by a third party) to the extent that they are intended to take over any Content made accessible through the Service or otherwise to spider, scrape, search or otherwise improperly use and/or access the Website;
- are of a commercial or promotional nature, unless Online Sports Academy has given written permission for this;
- violate the Terms and Conditions, the privacy policy of Online Sports Academy, or any applicable laws and / or regulations;
- infringe the rights of Online Sports Academy and / or third parties, including but not limited to Intellectual Property and rights relating to the protection of privacy;
- be otherwise unlawful in any way;
- may harm the interests and good name of Online Sports Academy.

Article 4 - Availability of the Service

1. Online Sports Academy provides the Service based on a best effort obligation. Online Sports Academy cannot guarantee that the Website and the Service will at all times be available without interruptions or failures. Online Sports Academy is in no way liable to user for any damage resulting from or caused by the (temporary) unavailability or (interim) failure of the Service.
2. User is responsible for the purchase and/or proper functioning of the infrastructure and proper telecom facilities (including internet connection) required for the use of the Service.
3. Online Sports Academy is at all times entitled, without prior notice and without incurring any liability towards the User, to (temporarily) put the Service, the Website and/or the Content or parts thereof out of use and/or to limit the use thereof if this is necessary in its opinion.
4. Online Sports Academy is in no way liable for services offered by third parties in the context of the Website and the Service.

Article 5 – Payment

1. For the use of the Service, User may owe a periodic or one-time fee based on the rates and other agreements established by Online Sports Academy. The rates are expressed in Euro (EUR). Unless stated otherwise, all fees are inclusive of VAT and other government levies.
2. In case of a periodic payment obligation, Online Sports Academy is entitled to adjust the applicable prices and fees within a period of at least three months. If User does not wish to agree with such an adjustment, User may terminate the Account by the date the adjustment would take effect.
3. Even if the term of the agreement is extended and consequently a new payment obligation has arisen, Online Sports Academy is entitled to adjust the prices and fees or to index them on the basis of the data published on the website.
4. Payment takes place in the manner described on the Website. If periodic payment has been agreed and/or payment cannot be made by direct debit, the User shall pay within the period indicated on the invoice. If no payment period is specified or otherwise agreed in writing, payment shall be made within fourteen (14) days of the invoice date.
5. If no (full) payment has been received by Online Sports Academy after the term has expired, the User will be immediately in default, without prior notice of default being required. From the moment of default, the user owes statutory interest on the amount due. If the user fails to pay the claim after a reminder or notice of default, Online Sports Academy may assign the claim. In that case, all costs incurred by Online Sports Academy due to late payment will be charged to the user. These costs will be 15% of the amount due, with a minimum of EUR 25,-.
6. In case of default, Online Sports Academy is entitled to terminate, suspend or limit access to the Account and use of the Service with immediate effect until the payment obligation has been met.



7. Complaints regarding invoices and/or services do not suspend the payment obligation
8. Payments of subscription fees are processed by CM.com.

Article 6 - Confidentiality and Personal Data

1. Online Sports Academy, its staff and / or persons working for Online Sports Academy will treat the information provided by user confidential. Online Sports Academy conforms to the applicable privacy laws.
2. User gives Online Sports Academy full consent for the processing of personal data in connection with the registration of the Account or the use of the Service.

Article 7 - Intellectual Property

1. The Intellectual Property rests with Online Sports Academy and/or its licensors. Nothing in the Terms and Conditions is intended to transfer any rights to User.
2. Insofar as not explicitly allowed on the basis of the General Terms and Conditions, User may not, without prior written consent of Online Sports Academy:
 - download, copy, transfer, reproduce, edit or distribute (parts of) the Service, the Website and/or Content in any way, shape or form and for any purpose;
 - request or reuse substantial parts of the Website and/or Content or repeatedly and systematically request or reuse insubstantial parts of the Website and/or Content, as referred to in the Databases Act;
 - remove, deface, conceal or modify any Intellectual Property notices or listings;
 - register domain names, trademarks or Google AdWords related to the Service.

Article 8 - Warranties and indemnities

1. The Service contains only the functionalities, Content and other properties as found by the User at the moment of use.
2. Online Sports Academy gives no guarantees, commitments or indemnities regarding the quality, security, legality, completeness, integrity and correctness of the Content and the Service, unless otherwise stipulated in the General Terms and Conditions. Online Sports Academy is not obliged to add certain Content upon request.

Article 9 – Liability

In the event that Online Sports Academy is liable to User for damages, liability, regardless of the basis of liability, is in all cases limited to:

1. Direct damage (liability for indirect damage - such as consequential damage, damage caused by delay, loss of profit and lost sales - is therefore excluded); and
2. The fees paid by the in the current calendar year to Online Sports Academy for the use of the Service from which the liability of Online Sports Academy has arisen.
3. Only in the case of intent or gross negligence of Online Sports Academy's most senior staff, paragraph 1 does not apply.

The limitation of liability as described in this article also applies to all persons engaged by Online Sports Academy.

Article 10 - Duration and termination

1. The Agreement starts at the moment of signing for a period of twelve (12) months. After the term has expired, the Agreement will be automatically renewed each time for a period of twelve (12) months, unless otherwise agreed in writing. The Agreement cannot be



- terminated by the User in the interim.
2. If the Agreement is extended as referred to in paragraph 1, the right to use the service, as stipulated in Art. 3, can only be exercised after the payment as referred to in Art. 5 has been made in full. Until the payment obligation has been met, the user's access is there for blocked.
 3. An Account can be deleted by sending an e-mail or letter to the contact details provided on the Website, stating 'delete account'. An Account is automatically deleted 2 years after the last Agreement ended.
 4. Online Sports Academy is entitled to terminate the Agreement in case of important reasons.
 5. In addition to the other (legal) remedies available to Online Sports Academy, Online Sports Academy is at all times, without giving any reason and without prior explanation, entitled to (temporarily) restrict, suspend or disable the Service, to remove the Account temporarily or permanently, to send out a warning, to terminate the service and to refuse to provide the service, in particular -but not limited to- if:
 - The User in any way violates the Terms and Conditions;
 - Online Sports Academy believes that the actions of User may cause damage to Online Sports Academy or third parties;
 - Upon termination of the Agreement, for any reason whatsoever, the right of User to use the Service will expire immediately and access to the Service will be denied immediately.
 6. Online Sports Academy will delete the Account upon termination.
 7. Online Sports Academy is not obliged to provide any Content to User after termination of the Agreement.

Article 11 - Permission to use exercises within the Agreement

1. User agrees that the exercises created by User within the Agreement will be automatically made available to other users of Online Sports Academy

Article 12 - Forum and applicable law

1. Any agreement between Online Sports Academy and the user is exclusively governed by Dutch law;
2. In case of disputes arising from this agreement, user and Online Sports Academy will consult with each other to resolve the matter amicably. If parties cannot reach an amicable settlement within a reasonable period of time, the dispute will be submitted to the competent court in the district where Online Sports Academy has its registered office.



**ONLINE
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