### LEGAL NOTICE

### Ownership of the Portal or Shop

In accordance with Law 34/2002, of 11 July, on Information Society Services, the following details are included:

COMPANY: TOP SPORT INTERNATIONAL ADDRESS: KDC CONIC, DUONG SO 10, XA PHONG PHU, HUYEN BI VAT number: 031766702

Browsing the Portal, the use and/or acquisition of any of the products in the Shop, implies the acceptance, as a User, without reservations of any kind, of all the General Conditions of Use of the Portal, the General Conditions of Contracting, as well as, where applicable, the Specific Conditions that, where applicable, may be established for the acquisition of the services or products.

For the aforementioned purposes, a User is understood to be anyone who browses the Portal and/or uses the services included in the Shop or acquires the services or products offered in the Shop.

These General Conditions shall apply both to the promotional activity and the provision of information that is carried out through the Portal and to the acquisition of goods and/or the provision of the services offered in the Shop, in such a way that they shall govern at all times both for the simple browsing of the Portal and for the acquisition of goods and/or the provision of services offered in the Shop, although the latter shall be governed both by these General Conditions of Use, by the General Contracting Conditions that are to be applied, and the specific conditions that, where appropriate, may be established.

# Purpose of the website

The purpose of the { TOP SPORT INTERNATIONAL } website is to offer sports court rental services.

# **Regime of modifications**

{ TOP SPORT INTERNATIONAL } reserves the right to unilaterally modify, at any time and without prior notice, both these general conditions and any particular conditions that may be established; the configuration, presentation and design of the portal or any of the elements that make it up; the general or specialised information and contents provided, and, in general, any other circumstances not expressly designated, including the cancellation of the portal or any of its elements. Once any of the aforementioned modifications have been implemented in the portal, any subsequent access by the user will imply unconditional acceptance of the same.

Notwithstanding the above, { TOP SPORT INTERNATIONAL } also reserves the right to unilaterally and at any time, in whole or in part, cancel the free access to the portal or the use of information and contents. In this case, it will inform users of this circumstance, on the main page of the portal, sufficiently in advance.

### Rules for use of the Portal

The User undertakes to use the portal in accordance with these general terms and conditions, as well as any special conditions that may be established.

any special conditions that may be established, as well as the law, custom and public order. Consequently, the user, by way of example and not limitation, is obliged to:

- Not to use the portal, nor make use of the elements, information, contents and services that comprise it in violation of the general and/or specific conditions, or in breach of the law, generally accepted good customs or public order.

- Not to send, under any circumstances, advertising or commercial communications of any kind, or electronic messages that have not been requested or previously consented to by their possible recipients, whether they are individual messages or chains of messages. Likewise, the user undertakes not to collect or use distribution lists that may be accessible from the portal, nor to transfer, for any reason, to third parties, the aforementioned lists or the data contained therein, regardless of the purpose for which they are used.

- Not to harm, in such use, the rights, of any kind, that correspond to third parties.

- Not to use mechanisms other than those expressly enabled or recommended in the portal to obtain the information, contents and services that comprise it, when said obtaining is possible due to having been authorised or permitted by

# TOP SPORT INTERNATIONAL

- Not to illicitly access the portal, or the computer systems of third parties, or to disseminate computer programmes or viruses that could cause damage to computer equipment or systems, whatever they may be, and regardless of the personality of their respective owners.

- Not to carry out activities that in any way suppose or could suppose an impairment or damage, of any kind, to TOP SPORT INTERNATIONAL

- Not to carry out acts that limit or impede access to and use of the portal, in appropriate conditions, by the rest of the users.

- Not to establish hyperlinks or links between any web page, including the user's own web page, or any other site or space accessible from the Internet, and the portal of

TOP SPORT INTERNATIONAL portal, unless express written authorisation has been given by

TOP SPORT INTERNATIONAL and with the conditions established by the latter in each case. The user who fails to comply with the above will be solely and exclusively responsible for damages of any kind caused for this reason either to TOP SPORT INTERNATIONAL or to third parties.

#### Intellectual property

The intellectual property rights of the content of the web pages are owned by

{razon\_social} or have been licensed to it by their respective owners. {razon\_social} has

all rights reserved, and does not grant any licence or authorisation for use of the same.

The user undertakes not to infringe, in any case, the rights referred to in the preceding paragraph, as well as to use the portal, with its different elements and contents, for his or her exclusive private use. Consequently, the user, by way of example but not limitation, may not use the portal for business or commercial purposes; nor reproduce, copy or distribute in any way, the elements, information, services or contents that comprise it; nor facilitate or allow access by third parties to said elements, information, services and contents by means of public communication in any form.

#### Liability regime

{razon\_social} is solely responsible for the commercial policy of the establishment for marketing the products and services offered and also for the contents of the website. It shall only be liable for any damage that the User may suffer as a result of using the Shop when such damage is

attributable to the wilful misconduct of this company. The User acknowledges and accepts that the use of the Shop, as well as the acquisition of the products offered therein, is carried out at the User's own risk and responsibility.

{razon\_social} is not responsible for any damages that may arise from, but not limited to (i) Inferences, omissions, interruptions, computer viruses, breakdowns and/or disconnections in the operational functioning of this electronic system or in the computer apparatus and equipment of the Users, caused by reasons beyond the control of {razon\_social}, which prevent or delay the provision of the services or navigation through the System; (ii) Delays or blockages in the use caused by deficiencies or overloading of the Internet or in other electronic systems; (iii) That may be caused by third parties through illegitimate intromissions beyond the control of the Shop and that are not attributable to

{social\_reason} (iv) Deviations in the information, documentation and/or other content of the Shop that may exist between the electronic version and the printed version;

(v) The impossibility of providing the Service or allowing access for reasons not attributable to {social\_reason}, (vi) The impossibility of providing the Service or allowing access for reasons not attributable to

{social\_reason}, due to the User, third parties or force majeure.

{razon\_social} does not guarantee under any circumstances that the Users use the Service in accordance with the law, these General Conditions, generally accepted morals and good customs and public order, nor that they do so in a diligent and prudent manner.

# **Returns Policy**

{razon\_social} will not refund the amount paid after the reservation and payment by credit card of any service contracted through the WEB page.

Clause 1. The amount paid will only and exclusively be refunded if the service cannot be enjoyed due to internal causes of the company.

# Acquisition of Products and Methods of Payment

In order to purchase the products in the Shop, the User must follow the indications shown on the screen and accept the purchase by complying with the aforementioned indications, which in turn implies the irrevocable reading and acceptance of all these General Conditions, as well as any Special Conditions that may exist. The User will click on On-line Reservations from the home page and will navigate through different pages:

Track Search: The user chooses the type of track, the date to play, the duration of the game and what time the game starts. Before clicking on the button "Locate Rinks" he/she must accept the conditions. When the button is clicked, the user will be taken to the next Track Selection page.

Track Selection: Here the user will see a list of available tracks according to the conditions in the previous section. Each contains information on the track type and price. The user must click on the Book button to proceed to the next page. Authentication: If the user has not previously identified himself/herself, he/she will do so here.

Selection of payment method: From here the user must select the payment method, which will be by card payment or charge against balance.

Payment: When the user clicks on one of the two payment methods, the payment will be made.

Payment by credit card: through the "RedSys" system.

Charge against balance: After purchasing vouchers or subscriptions from the centre.

General rates

The products and/or services offered in the Shop, together with their characteristics and price will appear on the screen. The prices indicated on the screen are shown in euros and include VAT and any other applicable tax and will at all times be those in force, except in the case of typographical errors.