

## **Terms Of Delivery**

- 1. Use of the platform
- 1.1 This website (hereinafter, the "Platform") is available to all users (hereinafter referred to as "User" or "You"), subject to these general terms of delivery (hereinafter "TOD"). When You use this platform in any way, You acknowledge that You have accepted these TOD.
- 1.2 This Platform is operated by SportaPost Oy, duly incorporated in Finland with a registered office at Toukotie 11 96300 Rovaniemi Finland with a business ID 2833193-6 (hereinafter referred as "SportaPost, "we", "us" or "our").
- 1.3 The User acknowledges being of legal age and possesses the necessary legal capacity to comply with this agreement and uses the Platform in accordance with these TOD, which are understood and acknowledged in full. The User shall be responsible for safeguarding any passwords provided by SportaPost in order to enter the platform, and guarantees that no unauthorized third parties shall gain access to them. The User declares that all information provided by them in order to enter the Platform, before and during use, is true, complete and accurate and warrants keeping this information updated.
- 1.4 This Platform is solely and exclusively for the User's personal use. It is prohibited to modify, reproduce, duplicate, copy, distribute, sell, resell, or exploit it in any way for commercial ends or equivalent purposes.
- 1.5 The User agrees to not use this Platform for illegal or improper purposes. In particular, the User accepts that the services purchased through this Platform are for their own use or consumption, or for the use and consumption of the persons in whose name they are legally authorized to act. The User may not resell the services purchased through this Platform to third parties. SportaPost reserves the right to deny access to the Platform at any moment with no prior notice.
- 2. How the platform works
- 2.1 Through this Platform, SportaPost offers services and products (hereinafter referred as "sponsorship deals") from various sport clubs and organizations to corporations and individual persons to purchase. SportaPost does not provide, own or control any of the sponsorship deals that you can access through our Platform. The services or products are owned, controlled or made available by third parties (the sport clubs or organizations). The sport clubs and organizations are responsible for the services and products. Our Platform enables the Users to search and select sponsorship deals which are offered by sport clubs and organizations, as well as an intermediary service which enable the Users to actually purchase the selected sponsorship deal from sport clubs and organizations.

A purchase on this Platform means that You make an order to SportaPost to purchase products or services from sport clubs or organizations for You, which implies a payment obligation which needs to be confirmed by SportaPost. When You purchase a sponsorship

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deal through this Platform, You will enter into two agreements: (a) an agreement directly with the sport clubs or organizations relating to the supply of the sponsorship deal and (b) an agreement with SportaPost relating to the supply of intermediation services. Unless expressly indicated, SportaPost acts as a Disclosed Agent for You and does not enter into any contractual relationship with You and/or the sport clubs or organizations relating to the services that You purchase on this Platform. Any query or consultation relating to services purchased on this Platform must be addressed to the sport club or organization which has supplied the sponsorship deal to You.

- 2.2 The term "sport club or organization" includes, as appropriate, amateur sport clubs, professional sport clubs, any organization that defines itself as a sport club or organization.
- 2.3 SportaPost will assist You to purchase sponsorship deals, intermediating on Your behalf with the sport clubs or organizations. Your purchase of the sponsorship deals is subject to the terms and conditions of each sport club or organization. We recommend you to contact the corresponding sport club or organization to review their terms and conditions, especially those relating to cancellation fees.
- 2.4 By using this Platform to purchase sponsorship deals, You authorize SportaPost to act as your agent during the purchasing process with the corresponding sport club or organization, as well as for the payment of these sponsorship deals on your behalf, to the extent as necessary, in order to ensure that the transaction between You and the sport club or organization is carried out correctly. For the supply of its intermediation services, SportaPost will charge You a service fee, the amount of which will depend on the type and value of the sponsorship deal purchased. In any event, SportaPost will provide You with all necessary information and the total price of Your purchase before You will be bound by any agreement and/or any payment obligation.
- 2.5 Despite the above, note that our Platform may also provide outbound links or microsites to third party's sites so, when You click on one of these third parties sites, You will be leaving our Platform, so these TOD will be not applicable anymore, but the third party's terms and conditions, as appropriate.
- 2.6 The total price of your order with the appropriate breakdown will be displayed once the search process, price comparison and selection of the sponsorship deal have been completed, that is before You finalize the purchase by clicking on "BUY" or "PURCHASE". Prices are displayed based on the rates offered by sport clubs or organizations and can therefore vary on a daily basis. Likewise, applicable taxes may fluctuate on a daily basis. When You make an purchase, the price for the sponsorship deal is fixed at the moment of accepting the purchase. This price shall also be applied to any modification and cancellation of the sponsorship deal included in Your order.
- 2.7 When You have completed Your purchase order by clicking "BUY" or "PURCHASE", You will receive a confirmation e-mail from Us, containing a summary of all details relating to the sponsorship deal purchased, as well as a confirmation that Your order has entered correctly in the systems of your sport club or organization and that Your payment will be processed. SportaPost's obligation to process Your purchase order is subject to having received your payment in full. In the event that, for any reason beyond the influence of SportaPost, Your purchase or certain elements which form part of Your purchase cannot actually be

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processed, we will immediately contact You to discuss possible steps to resolve the issue which may have caused the delay in processing Your purchase.

- 2.8 SportaPost reserves the right to cancel Your purchase in the event that we can reasonably believe it is fraudulent, for example if the payment method is not legally valid and/or you are not the legal owner of such payment method. Under these circumstances, we will attempt to contact You, using the e-mail address provided by You during the payment process, or through your bank. If we cannot contact You or your bank, Your purchase will be automatically cancelled.
- 2.9 The confirmation e-mail of your order is the proof of Your contractual relationship with SportaPost and the sport club or organization. This document will be filed in SportaPost records and may be accessed by You at any moment upon your request.
- 3. Purchase conditions
- 3.1 Cancellations and changes

The possibility to cancel or change a sponsorship deal purchased through this Platform, as well as the way to change or cancel, will depend on the terms and conditions of the sport club or organization. SportaPost may assist You in your request with your sport club or organization. For such assistance, SportaPost may charge a service fee. If you wish to order a cancellation or a change through SportaPost, please contact our customer service centre by phone, as requests for cancellations and changes cannot be processed via the Platform or by email.

## 3.2 Prices and payment terms

- 3.2.1 This Platform shows the total price of your order with the corresponding breakdown, once You have selected the sponsorship deal You wish to purchase, which is before You will be bound by any contract and/or take any payment obligation. Such total price will include the price of all of selected sponsorship deals, including taxes and SportaPost's service fees. Please note that SportaPost's service fees are non-refundable. This is because the service fees are charged for the mediation services supplied by SportaPost, which can be considered to be fulfilled when the booking has been confirmed to You.
- 3.2.2 SportaPost's service fees will vary according to the sponsorship deals included in your purchase. In the event that You use a non-valid credit or debit card or a credit or debit card which is rejected by the bank as a result of which You order cannot be processed, SportaPost may charge You an specific service fee and will provide You with instructions

to make the payment of Your order effective. Once full payment has been made by You, the additional service fee will be refunded by deducting it from the total price of Your order.

- 3.2.3 You can only use the payment methods as listed on the Platform. No other payment methods shall be accepted.
- 3.2.4 All prices which are mentioned to You on our platform are including sales tax or foreign value added tax (if any).
- 3.2.5 SportaPost can also charge You with additional fees for using certain payment

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methods. Please note that this is an automatic process where charges associated with the payment method which is actually used by You are applied, despite the fact that You have indicated that You use a different payment method. Please, note that, If You pay with a credit or debit card which is held by another person than Yourself, we will assume that You have previously requested the permission of the card holder. SportaPost reserves the right, both on its own behalf and on behalf of the sport club or organization to send confirmations and other documents exclusively to the card holder. Please, ensure your email account, as provided to SportaPost is valid.

3.2.6 SportaPost is constantly trying to reduce or minimise fraudulent transactions. In this regard, we reserve the right to carry out random checks where we can request You to provide proof of address by email, phone or post and/or a copy of your credit or debit card, in the event that our system detects that Your transaction could be fraudulent. Please note that these checks are only carried out during standard working hours. As a result, purchases made outside of working hours may not be processed until the following working day. Also note that You shall be responsible for expenses incurred in connection with sending proof of address by email, phone or post, bank wire and/or any other action required to be able to process Your payment successfully.

## 3.3 Refunds

- 3.3.1 Refunds are processed according to the Refund Policies of the sport clubs or organizations concerned. If You have the right to be refunded, note that your refund will be processed using the same payment method as used to pay the order. We advise You that sponsorship deals may contain different elements which may not all be refundable. This means that even when You meet the sport club's or organization's requirements to be refunded (according to its Refund Policies), the refunded amount may not be the same as the total price paid to the sport club or organization.
- 3.3.2 SportaPost assumes that the information provided by You is correct and accurate and will therefore not be responsible if your confirmation of purchase does not arrive to your inbox due to an incorrect email address, or goes into your spam folder. You must notify us immediately if You change your email address or telephone number.

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email: hello@sportapost.com



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Business ID: 2833193-6

Address: Toukotie 11, 96300 Rovaniemi, Finland

Email: hello@sportapost.com

www: www.sportapost.com

Contact person: Mikael Kojo, hello@sportapost.com

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