

General Terms and Conditions

for use of platform service by xfb Analytics

between xfb Analytics (Kápolna Street 15., Solymár, 2083, Hungary, hereinafter xfb Analytics) providing a digital platform (hereinafter Platform) and supplying other online services (hereinafter Service) available at the website <https://cube.xfbanalytics.com> (hereinafter Website) on the one hand and the user of the Platform and the Service (hereinafter, Customer) on the other hand (xfb Analytics and the Customer collectively referred to as Parties)

The Parties are interested in entering into this agreement in order to allow the Customer to use the Platform and the Service.

1. Contract

1.1. The Customer is entitled to use the Platform and the Service if the Parties undersign a contract of use (hereinafter Contract). The Contract governs the access to and non-exclusive use of some or all of the features made available on the Website and the supply of other online services by xfb Analytics (hereinafter Subscription). The Subscription consists service periods (hereinafter Service Period). One Service Period is 1 month.

1.2. xfb Analytics reserves the right to revise or amend the Contract from time to time. Any revisions or updating to the Contract shall be communicated to the Customer by notification sent to the Customer with reasonable notice. The amendments will take effect in the next Service Period.

1.3. The General Terms and Conditions (hereinafter Terms) shall apply to the Contract. In case of conflict or discrepancies, the Contract shall prevail over the Terms.

2. Modules

2.1. The use of the Platform and Service is offered in the following modules by xfb Analytics (hereinafter Module):

- Team Analysis Module: running parameterized reports containing data-driven visualizations measuring own team's performance;
- Opponent Analysis Module: running parameterized reports containing data-driven visualizations measuring opponent teams' performance;
- Custom Analysis Module: creating parameterized data-driven visualizations according ad hoc needs;
- Scouting Module: searching players along performance indexes and metrics, creating shadow teams.

2.2. The Customer may purchase a variety of Modules in the Contract.

3. Platform and Service supply

3.1. The access to the Platform and/or the Service is provided on an ongoing basis every day of the week, 24 hours a day, except where the access is suspended due to technical problems and/or maintenance.

3.2. xfb Analytics shall provide the Customer with Login Credentials to access the Platform and the Services. The unlawful use of the Login Credentials and/or their use by third parties other than the Customer are the sole responsibility of the Customer in order to protect xfb Analytics from any direct or indirect damage the latter is likely to suffer, as a result of illegal use of the Login Credentials. In case of loss and/or failure to remember the Login Credentials, the Customer may request new Login Credentials through the Platform to replace the previous ones. The use of Customer's Login Credentials shall not be allowed by Customer to any third party without the prior written communication to xfb Analytics.

3.3. xfb Analytics requires the Customer to provide specific information about him/herself, his/her company, corporation or profession in order to use the Service. The Customer undertakes to provide true, accurate and complete information and to refrain from falsely representing affiliation with any person or entity. The Customer should always ensure the e-mail address provided to xfb Analytics remains active or alternatively inform xfb Analytics of any new, active e-mail addresses where notices may be sent.

3.4. The Customer may update and correct at any time the personal information disclosed to xfb Analytics. To correct or update personal information entered, it is necessary to send a request to cube@xfbanalytics.hu. The Customer is responsible for the truthfulness and accuracy of personal data entered and xfb Analytics shall not take any responsibility in this regard.

3.5. xfb Analytics may suspend the Service or the access to the Platform in case of system maintenance which would otherwise not be possible. In this case, however, xfb Analytics shall provide the Customer with written notice by e-mail in advance. The supply of the Service or access to the Platform will be restored within approximately 24 hours of the suspension, except in cases of force majeure preventing the estimated restoration.

4. Use of the Service and Platform

4.1. The Customer's right to use the Service and Platform is personal. If additional accounts are purchased, the Customer will be provided with several Login Credentials to the Service, Packages and/or the Platform in accordance with the additional accounts.

4.2. xfb Analytics may immediately cancel and/or suspend the Customer's Login Credentials and block access to the Platform, and supply, in whole or in part, of the Service if xfb Analytics detects any unauthorised use of Login Credentials and/or

any use of the Platform and the Service that is unauthorised or performed by unauthorised persons.

4.3. It is strictly prohibited for the Customer to assign, transfer and/or otherwise license and/or charge others to use the Service and/or access the Platform.

4.4. Any use of the Platform in violation of the foregoing rules violates this Contract and may result in, among other things, termination or suspension of any Customer's rights to use the Platform and the Services.

4.5. The Platform and Service may be used solely and exclusively by professionals, i.e. individuals or legal entities acting for professional purposes (such as, by way of example, scouting, educational, tutorial and/or analysis activities). To this end, the Customer declares and guarantees him/herself to be a professional or to use the Platform and Service for corporate purposes.

4.6. The Customer declares, guarantees and undertakes that he/she: (a) has the power and authority to enter into the Contract; (b) is at least eighteen (18) years of age; (c) shall access the restricted area of the Platform and use the Service solely only in accordance with the Contract.

4.7. The Customer undertakes to comply with all laws, regulations, articles of association and decisions applicable to his/her company, corporation or profession for the entire duration of the Contract; such compliance is necessary or desirable in order to proceed with the signing and execution of the Contract.

5. Support

5.1. xfb Analytics provides the Customer with a support via telephone or e-mail at no additional cost. Assistance is provided for technical enquiries concerning the use of the Platform and/or the Service or administrative information relating to payments or billing (hereinafter Support Activities).

5.2. The Support Activities will be provided via telephone and online every weekday during Hungary business hours from 9:00 a.m. to 6:00 p.m. CET/CEST, with the exception of bank, national and public holidays, days before such holidays or where a holiday on a national or local level is in force, through the provision of appropriate telephone and internet contact details.

6. Service fee and payment

6.1. The Customer shall pay xfb Analytics the amount specified for each module selected by the Customer in the Contract (hereinafter Service Fee). The Service Fee is exclusive of VAT as prescribed by law, if applicable. Payment of the Service Fee shall occur in accordance with the method and timeframe set out below.

6.2. The Customer shall pay Service Fee for each Service Period. xfb Analytics will charge the Service Fee provided in the Contract for the next billing cycle to Customer's method of payment at the beginning of the next Service Period.

6.3. The Customer shall pay the Service Fee by credit card or by any other method of payment expressly agreed with xfb Analytics in the Contract. Details of payments must be previously disclosed to xfb Analytics at the time of signing-up.

6.4. It is the sole responsibility of the Customer to provide written notice to xfb Analytics of any updating of the information or changes regarding the chosen method of payment and/or payment plan.

6.5. In the event of an unsuccessful debit transaction for the Service Fee, due to expiration, insufficient funds, technical reasons or otherwise, xfb Analytics shall send a communication advising the Customer of failure to pay; xfb Analytics will proceed to reprocess the same payment 7 (seven) calendar days after such communication. In the event that any further attempt of payment is also unsuccessful, at the sole discretion of xfb Analytics, the access to the Platform and/or the Service will be suspended, Login Credentials will be deactivated and a notice will be sent to the Customer requesting him/her to check the accuracy of the information and procedures for the payments of the Service Fee in accordance with the method of payment selected by the Customer.

6.6. After payment of the Service Fee has been made, xfb Analytics shall send the Customer the relative invoice in electronic format to the contact details provided by the Customer.

6.7. xfb Analytics is entitled to increase the Service Fee from the next Service Period. In this case xfb Analytics informs the Customer about this in advance by e-mail and the Customer is entitled to cancel the Subscription prior to the end of the last day of the previous Service Period (at 23:59 CET- Budapest).

7. Industrial Property Rights of xfb Analytics

7.1. The Customer agrees and acknowledges that the Platform and Service and any software used to provide the Service and the management of the Platform (hereinafter Software) are owned by xfb Analytics. The Software contains confidential information protected by applicable laws on copyright, trade secrets and other intellectual property rights (hereinafter Protected Materials). Reproduction, distribution or transmission of the Software and the Protected Materials without the prior and express written consent of xfb Analytics is prohibited.

7.2. Any reproduction, modification, creation of derivative works, redistribution or retransmission of the Software is expressly prohibited and will result in severe civil and criminal penalties. The Software, its structure, sequence, organisation and source code are considered the trade secrets of xfb Analytics and are protected by law.

7.3. Without prejudice to the above, the copying or reproduction of the Software to any other server or location for further reproduction or redistribution is strictly prohibited. The Customer may not decompile or disassemble, perform reverse engineering or otherwise attempt to ascertain any source code contained in any software provided by xfb Analytics in execution of this Contract.

8. Disclaimer and Limitation of Liability

8.1. The Customer understands and expressly agrees that:

- xfb Analytics shall not provide any guarantee that the Service and/or Platform will meet the expectations and needs of the Customer;
- Any information, material or other content downloaded or otherwise obtained through the use of the Service and/or the Platform is made at the sole discretion and risk of the Customer and that the Customer shall be solely responsible for any damage caused to its computer systems or those of third parties or for loss of data resulting from the downloading of Copyrighted Material or other content through the Platform.

8.2. xfb Analytics is not responsible for the contents, information and details published in the website and /or on the Platform the correctness, update and completeness thereof. xfb Analytics, its directors, employees and agents, shall not be liable for any, whether direct or indirect, damage or injury of any kind, whatever their cause, origin, nature or consequences, resulting from the access to, or inability to access, the Website, nor from the reliance on any information provided on or via the Website.

8.3. Except in cases of fraud or gross negligence, xfb Analytics's liability to the Customer arising from, or related to, the Contract shall not exceed the amount that the Customer pays xfb Analytics under this Contract during the twelve (12) months preceding the date on which the case began, or during the months prior to use of the Service, in the event of the Service being provided for less than twelve (12) months. Neither xfb Analytics or its agents, licensors and contracting third parties are or shall be responsible for data of the Customer connected with the Service in any way, or for the Customer's website or any hardware or software of the Customer or its suppliers. It is the responsibility of the Customer to take the necessary steps to use the Service with its own operating system (hardware and software) and maintain the proper working of the same for the purpose of providing the Service.

9. Assignment of Contract

9.1. The Customer may not assign the Contract to any third party without the prior written consent of xfb Analytics, under penalty of the immediate termination of the Contract due to the negligence of the Customer and damages.

9.2. The Customer may not sublicense and/or otherwise transfer to third parties the use of Login Credentials or the use of the Service or access to the Platform, under penalty of the immediate termination of this Contract due to the negligence of the Customer and damages.

9.3. xfb Analytics has the right to freely transfer this Contract to others, in whole or in part, and the rights and obligations arising from the same, without requiring the consent of or informing the Customer.

10. Confidentiality

All the information which the Customer becomes aware of during the execution of the Subscription concerning, for example, the organisation, business and activity of xfb Analytics, as well as information regarding the Platform, Service, Software, Protected Materials or any other information acquired by the Customer under the Contract, is entirely confidential and must not be communicated or disclosed, either directly or indirectly, to third parties.

11. Duration and termination of the Subscription

11.1. Duration of the Subscription is specified in the Contract, except for each Party's right to cancel the Contract at any time as stipulated below. In case of failure to send notice of cancellation, the Contract shall continue in effect between the Parties and the amount of the Service Fee determined in the Contract, including any adjustments due to relative revisions or updating, shall be made payable to xfb Analytics through the method of payment determined in the Contract.

11.2. By sending written notification to the Customer by e-mail or registered mail, xfb Analytics may terminate this Contract with immediate effect and without prior notification in the following events:

- breach of Article 4 (Use of the Service and Platform);
- Service Fee payment overdue longer than seven days;
- breach of Article 7 (Industrial Property Rights of xfb Analytics);
- breach of Article 9 (Assignment of Contract);
- breach of Article 10 (Confidentiality).

11.3. In all cases of termination made by xfb Analytics under Article 11.2., xfb Analytics will only refund the unused part of the Service Fee paid in advance by the Customer and related to a part of the Services not used by the Customer because of the early termination of this Contract pursuant to Article 11.2. Notwithstanding the above the refund shall not prejudice any right of indemnity for any damages or costs suffered or borne by xfb Analytics arising from facts, acts and/or behaviour of the Customer.

11.4. If the Customer does not wish to adhere to the amendments of the Contract made by xfb Analytics (see Article 1.2), he/she may cancel the Contract by contacting the e-mail address cube@xfbanalytics.hu. In this case the Subscription terminates at the end of the last Service Period before the entry into force of the amendments and the Customer is not entitled to a refund or any form of compensation.

11.5. Each Party has the right to terminate the Contract at any time and the Customer will continue to have access to the Platform and/or the Service through the end of the Service Period. The Service Fee is non-refundable and xfb Analytics does not provide refunds or credits for any partial unuse of the Platform and/or Services. To cancel the Customer is required to contact the following e-mail address: cube@xfbanalytics.hu.

11.6. In the event of termination of the Contract xfb Analytics will disable the Login Credentials to the Platform and suspend the Service with effect from the effective date of termination/cancellation/withdrawal, for any reason occurred. Upon termination of the Contract, Customer shall immediately cease use of the Platform and all Services.

11.7. In the event of termination the following provisions shall remain valid and binding the Parties:

- Article 7. (Industrial Property Rights of xfb Analytics);
- Article 8. (Disclaimer and Limitation of Liability);
- Article 10. (Confidentiality);
- Article 13. (Communications and Notices);
- Article 14. (Additional terms);
- Article 15. (Governing Law and Jurisdiction).

12. Data Protection Security compliance

12.1. xfb Analytics shall use reasonable physical, electronic and procedural safeguards to protect against data loss, misuse and alteration, of any personal data received by xfb Analytics from the Customer.

12.2. Any information provided by the Customer at the time of drafting of the Contract or any other information provided by the Customer concerning his/her company or profession (Customer Data) is subject to the xfb Analytics Privacy Policy. xfb Analytics reserves the right to update or modify the Privacy Policy from time to time at its sole discretion.

12.3. The Customer states that he/she has received information from xfb Analytics regarding the processing of personal data required by Article 13 of the General Data Protection Regulation (679/2016- GDPR) provided on the Website at the following link:

[Privacy policy](#)

13. Communications and Notices

Statements, notices and other communications to the Customer may be made by post, e-mail, publication on the Platform or on the xfb Analytics website or by any other reasonable means. The Customer shall be solely responsible for the updating of his/her postal address and registered e-mail account. xfb Analytics shall not be responsible for undelivered notices due to the Customer's failure to update his/her account information. Except as provided above in general, xfb Analytics may provide notices of changes to the Service by displaying notices or links to notices generally on the Website.

14. Additional terms

14.1. If any provision of the Contract or the Terms is held invalid or unenforceable, such provision will be considered null and void while the remaining provisions will remain in full force and effect.

14.2. The failure of xfb Analytics to exercise or enforce any right or provisions hereof shall not in any way constitute a waiver of such right or provision.

14.3. The Contract expresses the entire understanding and agreement between xfb Analytics and the Customer pertaining to the subject matter thereof.

14.4. Each party acts independently and is not an agent or representative of any other party.

14.5. No party has the right or authority to create obligations or give representations or guarantees in the name and on behalf of another party. The Contract and the Terms may not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any obligation or liability of a partnership to one of them. The parties acknowledge and agree that this Contract may be terminated electronically without the need for written signatures.

14.6. The Customer expressly declares that he/she has read and fully understood the Contract and the Terms, and that he/she accepts all its terms and conditions. The Customer has independently evaluated all aspects of the Contract and the opportunity to adhere to them. The Customer declares that he/she does not rely on any representation, guarantee or statement by xfb Analytics and/or third parties that is not expressly considered in the Contract.

15. Governing Law and Jurisdiction

15.1. This Contract is governed by Hungarian law.

15.2. Any dispute arising between the parties concerning the interpretation, validity, efficacy and/or execution of the Contract or the Terms shall be settled amicably between them, and if this is not possible, shall be referred exclusively to the courts of Hungary.

1st September 2022