TERMS OF USE

Last updated: [10/08/2024]

Welcome to Race Next! These Terms of Use (hereinafter — **"Terms"**) govern the relationship between **M2 NOVY PROSTYR LTD** (hereinafter — **"Company", "we", "us", "our", "Race Next"**) and You (hereinafter — **"you", "your"**) in relation to the access to the website https://racenext.app/ and to the functionality of the mobile application **Race Next**.

PLEASE, REVIEW THESE TERMS CAREFULLY BEFORE YOU USE THE WEBSITE OR THE APP.

BY USING THE WEBSITE, INSTALLING, USING, OR OTHERWISE ACCESSING THE APP, YOU AGREE TO BE BOUND BY:

(1) THESE TERMS OF USE; AND

(2) PRIVACY POLICY. https://racenext.app/privacy-policy/

IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE, DO NOT INSTALL, USE OR TRY TO ACCESS THE APP.

1. GENERAL PROVISIONS

1.1. Definitions

Website shall mean the website https://racenext.app/ and its subdomains.

App shall mean the mobile application Race Next.

User shall mean a person who uses the App through a registered Account.

Account shall mean an account of the User in the App.

Sponsor shall mean a legal entity that organizes sports events regarding which Users can receive Company Services using the App.

Payment System shall mean a funds transfer system that provides the ability to make payments.

1.2. Company

The Website and the App are owned and operated by **M2 NOVY PROSTYR LTD**, a company registered and acting under the laws of the Republic of Cyprus with its registered office at Georgiou Griva Digeni, 105, STEIDES COURT, 4th floor, Flat / Office 402, 3101, Limassol, Cyprus.

1.3. Eligibility

To access or use the Website and the App, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of their terms and conditions.

1.4. Amendments

To improve the quality of the Website and App's functioning and comply with legal requirements, we may unilaterally decide to change, update, modify, supplement, or replace these Terms. The new version of the Terms enters into force from the moment it is posted on the Site.

Unless otherwise required by law, we will notify you of changes 15 days before their effective date by sending a notice to the email address associated with your Account and/or by notification in the App. You agree to any changes to these Terms by continuing to use the Website or the App after such changes have been posted.

2. OUR SERVICES

2.1. The Website

When you visit the Website, you can:

- familiarize yourself with all the information available on the Website;
- follow the links to the App pages in the App Store and Google Play;
- contact us using the feedback form available on the Website;
- follow the links to the Company's social media pages.

2.2. The App

Registration. To access the services provided by us through the App, you must first register an Account using the appropriate functionality. After installing the App on a supported mobile device, open the Application, select a convenient language (English or Ukrainian), and click “Register”. After filling in the requested data, confirming the provided e-mail address is necessary. To do this, enter the code that will be sent to you at this address and click “Confirm”.

Functionality. By using the App as a User, you can access the following features (hereinafter — the **“Services”**):

- subject to verification, as well as the compliance with the requirements set by the Sponsors separately, registering to participate in sports events (hereinafter — **“Races”**) of the Sponsors available in the App and paying the appropriate fee, including ordering and paying for additional services of the Sponsors (if available);
- viewing the list of available Races, own results of participation in the Races, the list of future Races for which the User is registered;
- generating a QR-Code with information about the User entered in the App for presentation to the Sponsors;
- choose the desired currency that will be used to pay for the Sponsors' services;
- change the language of the App interface (Ukrainian or English);
- edit information about the User in the Account;
- verify the Account;
- delete the Account;
- contact the support of the App using the feedback form;
- use other available functions of the App.

THE COMPANY PROVIDES SERVICES TO THE RACE SPONSORS REGARDING THE REGISTRATION OF PARTICIPANTS AND ENSURING THEIR PARTICIPATION

IN THE RACE ON THE BASIS OF APPROPRIATE CONTRACTUAL CONDITIONS WITH SUCH SPONSORS.

WE PROVIDE SERVICES FOR PARTICIPANTS (USERS) AS PROVIDED IN THESE TERMS. BY USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR THE ORGANIZATION OF THE RACES, AND IN NO EVENT CAN IT BE CONSIDERED THE SPONSOR AND/OR REPRESENTATIVE OF THE SPONSOR. THE COMPANY CAN MEDIATE BETWEEN SPONSORS AND USERS ONLY WITHIN THE LIMITS OF THE PROVISIONS OF THESE TERMS AND CONDITIONS AND/OR OTHER CONTRACTUAL OBLIGATIONS.

Verification. Some of our Services are available to Users subject to verification, which means providing us with a document certifying the User's identity. To pass verification, go to the appropriate section of the App and follow the instructions for uploading the document. Your personal data is processed in accordance with our Privacy Policy.

Consent Letter. To participate in the Races, the User may also be required to sign a consent letter, the conditions of which are determined by the Sponsor. Signing can also take place using the App if such functionality is available.

3. ACCOUNT

3.1. Access

You can access your Account by entering your email address and password in the login field of the App. You are responsible for protecting the confidentiality of your Account login credentials and for all activities that occur through and in connection with your Account. The Company shall not be liable for any damages arising from your failure to maintain the confidentiality of Account login credentials.

3.2. Deletion

You may request to close your Account by choosing the relevant option in the “Settings” section of the App. Upon Account closure, we will delete all your personal data unless otherwise legally prohibited or required. You will remain liable for all obligations related to your Account even after the Account is closed.

4. USE OF THE WEBSITE AND THE APP

4.1. Lawful Use Terms

You agree to use the Website, the App, and the Services in compliance with these Terms and applicable local, national, and international laws and regulations applied to you. You warrant that your use of the Website, the App, and the Services does not infringe any third-party rights and\or interests.

4.2. Limitations

By using the Platform and/or Services, you agree not to (nor attempt to):

- perform any activities related to the Website, the App, and the Services that violate any applicable law, regulation, or violate these Terms or any other agreement or policy regulating relations between us;
- use any device, software, algorithm, file, or other tool or technology, including without limitation any viruses, trojan horses, worms, time bombs, or cancelbots, intended to damage or interfere with our Website or App, or to surreptitiously intercept or expropriate any data, or breach any security or authentication measures;
- take any action that causes an unreasonable or disproportionately high load on the technical infrastructure of the Website, including without limitation denial-of-service attacks, “spam”, or any other such unsolicited overload technique;
- collect data from the Website or the App either in authorized and not authorized ways through automated means (bots, spiders, scrapers, or equivalent means), by establishing fake user accounts or by anonymous proxy servers or equivalent measures, or by circumventing any technical measures to prevent forbidden activity on the Website or the App;
- make unauthorized use of the Website or the App, including, in particular, unauthorized access to our systems or any other illegal use of any information contained on the Website or the App;
- use the Website, the App, and/or the Services in a manner that: violates any third parties’ rights; is unlawful, harmful, fraudulent, or deceptive; distributes malware; violates the security of any computer network, or cracks any passwords or security encryption codes.

5. PAYMENT

Use of the App is free. At the same time, for registration and participation in the part of the Races presented in the App, payment of a membership fee to the Sponsor may be required.

RULES FOR RACE PARTICIPANTS, AMOUNT, PAYMENT TERMS, AND REFUNDS ARE DETERMINED BY THE SPONSORS. THE COMPANY ONLY ACCEPTS AND PROCESSES SUCH FEES, THEIR BENEFICIARY IS A RESPECTIVE SPONSOR.

Payment. When registering for a Race, the User can pay the registration fee for the Sponsors' Races and additional services of the Sponsors (if any) using the App's functionality through the Payment System. You can familiarize yourself with all the conditions of participation in individual Races on the relevant pages of the Races in the App, the regulations of the Races in the App, or on the Sponsors’ websites.

Payment system. You pay for services using the Payment System with the functionality of the App. For the purposes of transferring payments between you and the Company, the Payment System shall be Stripe, unless otherwise specified by us. You can familiarize yourself with the terms of use of the Payment System at the link: https://stripe.com/legal/consumer.

6. INTELLECTUAL PROPERTY RIGHTS

Content. All the content of the Website and the App, in particular text, graphics, images, audio, video, and other material, as well as the domain names, tagline (hereinafter — the **"Content"**), is protected by copyright, trademark, and other such laws, and is owned or controlled by the Company or by third parties that have licensed their Content to the Company. Unauthorized use of the Content may violate copyright, trademark, and other laws. Where the Website or the App is configured to enable the download of particular Content, you may download one copy of such Content to a single device for your personal, non-commercial home use only, provided that (a) you retain all copyright and other proprietary notices contained in the original Content, (b) you may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose without the prior written permission of the Company, and (c) you may not use the Content in a manner that suggests an association with any of our products, services, or brands.

Protection. Without the Company's prior written permission, you may not "mirror" on any other server any material contained on the Website or the App. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited, without the Company's express written permission. The trademarks, logos, and service marks (hereinafter — the **"Marks"**) displayed on the Website and the App are owned by the Company or third parties. You are prohibited from using those Marks without the express, written permission of the Company or such third party. If you want information about obtaining the Company's permission to use the Content on your website, contact us at office@m2-np.com.

Licence. The App, including without limitation any files, or images incorporated in or generated by the App, is licensed to you for your personal, non-commercial home use only. We do not transfer the title to the App or its materials to you. You may not distribute or otherwise exploit the App or decompile, reverse engineer, disassemble, or otherwise transform the App to a human-readable form.

7. WARRANTY DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND THE SERVICES ARE PROVIDED BY US ON "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO COMMITMENTS OR WARRANTIES ABOUT THE FOLLOWING:

- THE CONTENT, COMPLETENESS, RELIABILITY, OR AVAILABILITY OF THE SERVICES;

- CORRESPONDENCE OF THE SERVICES TO YOUR EXPECTATIONS.

THE COMPANY SHALL NOT BE LIABLE AND DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ACCURACY. WE DO NOT REPRESENT OR GUARANTEE THAT THE WEBSITE, THE APP, AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND DISCLAIM ANY LIABILITY RELATING THERETO.

WE SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WITH THE WEBSITE OR THE APP AND ANY PAYMENT SYSTEM, INCLUDING WITHOUT LIMITATION SYSTEM ERRORS AND OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTING, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT LIABLE WHATSOEVER FOR YOUR USE OF THE WEBSITE, THE APP, AND THE SERVICES. YOU UNDERSTAND AND AGREE THAT WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR OTHER LOSS OR DAMAGES, AS WELL AS LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION COSTS OR ANY OTHER LOSSES ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE WEBSITE, THE APP AND THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE KNOW OR HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WE ARE NOT LIABLE FOR ANY THIRD PARTY'S CLAIMS OF ANY NATURE. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS.

NO INFORMATION YOU OBTAIN FROM US OR THROUGH OUR PLATFORM SHALL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS. WE HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY REASON BEYOND OUR REASONABLE CONTROL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH THE USE OF THE PLATFORM AND THE SERVICES EXCEED THE AMOUNT OF 100,00 EUR (ONE HUNDRED EURO 00 CENTS). THIS LIMITATION IS CUMULATIVE AND DOES NOT DEPEND ON THE NUMBER OF CLAIMS.

WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR:

- YOUR LOSS OF OR INABILITY TO USE OUR SERVICES, AS WELL AS YOUR NEED TO MAKE AMENDMENTS TO YOUR BEHAVIOUR AS A RESULT OF CHANGES TO THESE TERMS;

- ACTIONS OR INACTIONS OF OTHER USERS AND THIRD PARTIES.

YOU GUARANTEE THAT YOUR STATE OF HEALTH ALLOWS YOU TO PARTICIPATE IN THE RACES YOU REGISTER IN, AND IN THIS REGARD, YOU UNDERSTAND AND AGREE THAT:

- YOU ARE INDEPENDENTLY AND FULLY RESPONSIBLE FOR YOUR HEALTH CONDITION IN CONNECTION WITH AND AS A RESULT OF PARTICIPATION IN THE RACES, INCLUDING ACCIDENTS AND THE CONSEQUENCES OF THE ACTIONS OF OTHER PARTICIPANTS AND THIRD PARTIES;

● ALL MATTERS RELATED TO DIRECT PARTICIPATION IN THE RACE ARE GOVERNED BY THE TERMS OF PARTICIPATION IN THE RACE ESTABLISHED BY THE SPONSOR. ACCEPTANCE AND AGREEMENT OF THE TERMS OF PARTICIPATION ARE A MANDATORY CONDITION FOR ADMISSION TO THE RACE.

YOU UNDERSTAND AND AGREE THAT THE WEBSITE AND/OR THE APP MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT WE DO NOT OWN OR CONTROL. YOU ACCESS THESE THIRD-PARTY'S SERVICES AT YOUR OWN RISK. WHILE USING THESE THIRD-PARTY SERVICES, YOU ARE SOLELY RESPONSIBLE FOR FAMILIARIZING YOURSELF WITH THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY SERVICES. WE ARE NOT A PARTY TO SUCH AGREEMENTS, AND THEY ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.

LIMITATIONS OF LIABILITY DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

9. MISCELLANEOUS PROVISIONS

9.1. Applicable Law and Dispute Resolution

All matters relating to the Website, the App, and the Services or these Terms shall be governed by the laws of the Republic of Cyprus, without regard to legal conflict provisions.

If you have any questions to the Company regarding these Terms or certain disagreements, claims, or disputes (hereinafter — the **"Disputes"**) that affect the receipt of the Services, you must first notify the Company of the nature of such Dispute. We will use reasonable efforts to resolve such Disputes through negotiation.

All disputes arising in connection with these Terms which cannot be resolved by negotiation shall be settled by the appropriate courts of the Republic of Cyprus. The law of the Republic of Cyprus shall apply to dispute resolution.

9.2. Entire Agreement

These Terms supersede all prior terms, agreements, discussions, and proposals regarding the Website, the App, and the Services and constitute the entire agreement between you and us concerning access to them and their use unless otherwise specified in these Terms.

If any of the provisions of these Terms are held by any court or competent authority to be invalid in whole or in part, these Terms will continue to be in effect to the extent of the provisions not held to be invalid.

9.3. Term and Termination

These Terms will survive and operate as long as you continue to access the Website, the App, and the Services or use them. We reserve the right to suspend or terminate

your access to the Account and the Services at any time without notice if we determine that you have violated or are not complying with these Terms or applicable law. All provisions of these Terms which by their nature should survive termination shall survive termination, including but not limited to disclaimers of warranties and limitations of liability.

9.4. Contact Us

To contact the Company, you can use the following details:

- in writing at the address: Georgiou Griva Digeni, 105, STEIDES COURT, 4th floor, Flat / Office 402, 3101, Limassol, Cyprus;
- by phone: (+057) 9596-3667 (ask the webmaster);
- by email: support@racenext.app.