

TERMS OF USE

1. Scope of Application of the General Terms and Conditions

- 1.1 LAOLA1 GmbH (hereinafter referred to as "**LAOLA1**"), FN 301484 i, with its registered office in Vienna and its business address at Hosnedlgasse 25, 1220 Vienna, Austria, operates, among other things, the LAOLA1.tv platform.
- 1.2 LAOLA1.tv is a platform for video streams in the field of sports – live and/or on demand – as well as for sport-relevant information, and a platform for the exchange of information between internet users interested in sports; it is operated by LAOLA1 under the internet domain LAOLA1.tv (URL www.LAOLA1.tv) as a website (hereinafter referred to as "**LAOLA1.tv**" or "**Website**"), as well as in form of the Smart TV applications and mobile applications – including, but not limited to, the applications LAOLA1.at App for iPhone, iPad, Android and Windows 8, LAOLA1.tv App for iPhone, iPad, Android and Windows 8, and Smart TV applications for various manufacturers (eg Samsung) – (hereinafter referred to as "**Apps**").
- 1.3 LAOLA1 provides the free and pay services on and in connection with LAOLA1.tv and the Apps (hereinafter referred to as "**Services**") only on the basis of these Terms of Use. A precise specification of services as well as the terms of payment, as amended from time to time, can be found on the menu item "LAOLA1 PREMIUM" of the Website or the Apps and on the website club.laola1.tv. The internet user (hereinafter referred to as "**User**") accepts the Terms of Use as well as the specification of services and terms of payment by using one or several Services. If the Terms of Use are not accepted, the User may not use the Services. The User may save or print the Terms of Use at any time.
- 1.4 The parties agree that performance of the Services will commence immediately after a contract was concluded.

2. Registration

- 2.1 The User must register on LAOLA1.tv or via the Apps to use the Services, in particular the pay Services.
- 2.2 Registration is free of charge. If a User creates several accounts by registering several times, LAOLA1 may delete all of the User's accounts or cancel any use of the Ser-

vices.

- 2.3 When registering, Users must provide true and correct personal information as required in the registration form. Such information must be immediately updated in case of any change. In their profiles, Users may at any time review and change their personal information and account settings (eg administration of password or email address).
- 2.4 When registering, Users may not impersonate somebody else and/or violate another party's rights to a name.

3. Account, Password and Security

- 3.1 Every account is created by a User's registration and protected by a password chosen by the User. Every User must keep his/her password confidential, protect his/her password from access by third parties, and inform LAOLA1 without delay of any misuse the User becomes aware of.
- 3.2 Only the User himself/herself may use his/her account. The User may not pass on to third parties any access data or account-relevant information. The User is solely responsible for any use of the Services with his/her password and user name. The User is liable for any damage caused as a result of third parties becoming aware of his/her password due to his/her negligent or intentional behaviour.
- 3.3 If a User has forgotten his/her password or the password is used by a third party without authorisation, the User may request a new password if the he/she meets the requirements applicable to the assignment of a new password.
- 3.4 Users may log into their account both via the Website or the Apps by entering their access data. In addition, via the account created on LAOLA1.tv or in the Apps, the User may also use other platforms of the LAOLA1 Group, with the sportsman media holding GmbH as (direct or indirect) parent company; the terms of use of the respective other platforms must in any case be complied with.
- 3.5 An account may not be transferred and all rights to the account and any content saved will expire after the User's death.

4. Pay Services, Terms of Payment, Compensation

- 4.1 Only individuals at the age of 16 or older may use the pay Services. By using the pay Services, the User confirms that he/she is at least aged 16. Individuals under 16 years may use the pay Services with consent by their parent or legal representative. The respective parent or legal representative hereby acknowledges on his/her own behalf and on behalf of the individual under 16 that he/she agrees to these Terms of Use. The respective parent or legal representative also represents and warrants that he/she accepts responsibility for any use of the pay Services by the individual under 16, whether or not such use was approved.
- 4.2 To use the pay Services, the User must also register pursuant to Section 2 hereof and enter into an individual contract of use by ordering a subscription offered on the Website or the digital distribution platforms of the Apps.
- 4.3 For the purpose of entering into such contract of use, the User must order a subscription to the respective pay Services provided on the Website or the digital distribution platforms of the Apps. Upon completion of the order process, the User submits a binding offer to enter into the contract of use. LAOLA1, at its sole discretion, may decide whether or not to accept the order required for concluding the contract. Acceptance of the order is issued by emailing an acknowledgement of order.
- 4.4 Once a contract of use in respect of the pay Services is concluded, the User may immediately use the pay Services as performance starts immediately. The User agrees that performance starts immediately. Since performance starts immediately after conclusion of the contract, any right of withdrawal the User may have under Section 5e of the Austrian Consumer Protection Act (*KSchG*) is excluded by law (see Section 5f No 1 *KSchG*).
- 4.5 The contract of use shall have the term defined in the respective specification of services and shall end (i) automatically without requiring notice of termination, or (ii) by notice of termination.
- 4.6 The product price of the subscription to the pay Services arises from the terms and conditions of the specification of services published on the Website or in the Apps and from the price indicated before completion of the order process. The amount payable for the period ordered is due either immediately or on a monthly basis as set out in the terms of payment.

- 4.7 If the subscription is acquired via the Website, payment shall be made via the common methods of payment made available by LAOLA1, including, without limitation, credit card or *SOFORTÜberweisung*. Acquisition of subscriptions via the Apps is settled solely via digital distribution platforms for application software, including, without limitation, Apple App Store, Android Market and Google Wallet. All terms of payment are subject to the general terms and conditions of the respective distribution platform.
- 4.8 By choosing the "*SOFORTÜberweisung*" payment provider, the User, until expressly recalled, grants LAOLA1 the right to collect the User's monthly payment, beginning from the second contract period (eg from the second month), by means of ordinary direct debiting through a bank to be nominated by LAOLA1.
- 4.9 The User may use the pay Services acquired both via the Website and the Apps by logging into his/her account.

5. User's Responsibilities and Obligations

- 5.1 The User is required to use and is responsible for using the Services only in accordance with applicable laws and the Terms of Use.
- 5.2 The User shall in particular (i) not use the Website or the Apps to disseminate information that is *contra bonos mores* and/or in violation of the laws; (ii) not infringe upon the rights of third parties and respect the privacy of third parties, in particular not publish or send any pestering, defamatory or threatening content; (iii) not use the Services in a manner which may cause any change in the structure of the Services, the underlying software and/or programme data; (iv) not make any attempt to decompile the source codes of the Website or the Apps; (v) not alter the Services in any other manner; and (vi) refrain from using and/or exploiting any content or data of LAOLA1.tv or the Apps for business purposes.
- 5.3 LAOLA1 may remove from the Website and the Apps any unlawful or undesired content at any time and without consulting with the respective User, and LAOLA1 may take further measures, if required.
- 5.4 The User shall consider the interests of other participants and shall not violate their rights or the rights of third parties. Any material published by Users shall not violate

any laws. Users shall comply with existing copyrights and property rights of third parties as well as any criminal provisions and regulations governing youth protection. Users are therefore, among other things, required not to disseminate any offensive, defamatory, insulting, threatening, seditious, obscene or racist statements.

- 5.5 In case of any permitted use of property rights of third parties, the User is required to maintain and observe without any change all existing references to the property rights. When transmitting data or other content to LAOLA1, the User guarantees that he/she has the right to use the content represented by such data.
- 5.6 The User shall hold harmless and indemnify LAOLA1 for and against all claims asserted by third parties and/or regulatory measures resulting from a violation of these Terms of Use.
- 5.7 Compliance with the rules of conduct applicable to internet users and other networks ("Netiquette") is mandatory.
- 5.8 It is not permitted to grant public access to or to disseminate any content including programmes or files which may damage the hardware or software of LAOLA1 or other Users (eg viruses, worms, Trojans, etc.).
- 5.9 It is not permitted to present in public any content of the Website and/or the Apps without prior consent. This includes, but is not limited to, any presentation in restaurants of whatever form, any presentation in shops which allow visitors to conclude (sports) bets, any presentation at public places and any presentation at public events which may be visited only against payment of admission fees.
- 5.10 If the User affects the Services technically (eg ad blocker), LAOLA1 reserves the right to exclude the User from any or all Services.
- 5.11 To the extent such monitoring is permitted by law, LAOLA1 is entitled, but not required, to monitor content and acts of use within the scope of the Services.
- 5.12 LAOLA1 may access content and, if applicable, pass on content to third parties or delete content if LAOLA1 is required to do so by law or if this is necessary at LAOLA1's proper discretion and permitted by law in order to (i) satisfy legal provisions or judicial or regulatory orders; (ii) ensure compliance with the Terms of Use; (iii) respond to the assertion by third parties of any violation of rights; (iv) safeguard

the rights or personal safety of other Users, of the public or of LAOLA1; or (v) support Users if they have technical problems with their account.

6. Basic Technical Conditions

- 6.1 The basic technical conditions applicable to the use of the Services are set out in the respective specification of services provided to the User on the Website and in the Apps.
- 6.2 LAOLA1 warrants that the Services are available at a rate of 97% on average per year, except during periods at which the Services are not available via the internet due to technical or other problems not within LAOLA1's control. LAOLA1 does not guarantee that the Services are permanently retrievable. In particular technical failures caused by force majeure may result in Services not being retrievable without interruption.
- 6.3 Faultless use of the Services and content requires that the User has compatible equipment and software, including, without limitation, a compatible version of the operating system provided for the Services. It is recommended that Users use the latest version of the necessary software.
- 6.4 Before using the Services, the User shall (i) check whether the hardware and software used by the User allows using the Services; and (ii) ensure that the equipment used for using the Services has appropriate internet access as well as the minimum system requirements needed for the Services. LAOLA1 is not responsible if certain browsers or browser settings, computers, TV sets, mobile terminals, or applications used by the User do not work. The same holds true for the content of the Services and poor image quality in connection with the transmission of data to the User.
- 6.5 If provision of the pay Services by LAOLA1 comprises the streaming of video content, such content will be supplied in high definition ("**HD**"), if available. LAOLA1 reserves the right not to supply the video stream in HD due to technical circumstances. In addition, LAOLA1 will show video content only in those countries or territories and/or output channels (eg Web, applications, etc) where LAOLA1 has obtained the respective rights. The quality of the content available in the various countries/territories and output channels is set out in the specification of services provided to the User on the Website and in the Apps.

6.6 LAOLA1 reserves the right to exclude the User from using the pay Services on two terminals at the same time, by using technical devices (session control).

7. **Disclaimer**

7.1 LAOLA1 is liable for any property damage and pecuniary loss only in case of wilful misconduct by its legal representatives or vicarious agents. LAOLA1 is liable for any damage caused by gross negligence only if provided by mandatory legal provisions. LAOLA1 is not liable for slight negligence.

7.2 LAOLA1 and all its affiliated companies do not accept any guarantee and warranty that the Services offered on the Website and in the Apps meet the Users' requirements, are available without interruption, punctual, secure or error-free. The User may not assert any claims for damages against LAOLA1 and/or its vicarious agents (eg for system failures; faulty, delayed, manipulated or abusive transmission of data), unless such claims are based on intentional or grossly negligent behaviour. In addition, LAOLA1 is not liable for the functioning or availability of the Website and the Apps.

7.3 LAOLA1 disclaims any liability for the content of the Website and the Apps, including, without limitation, up-to-dateness, completeness and accuracy of the information offered. Any version of documents retrievable online may not correspond to the original document. LAOLA1 does not warrant for the correctness and completeness of own postings, postings by third parties and in particular postings by Users.

7.4 LAOLA1 disclaims any liability for damage caused by third parties when using LAOLA1.tv and/or the Apps. LAOLA1 is liable for own errors only in case of wilful misconduct or gross negligence by LAOLA1; the burden of proof for such behaviour shall lie with the User. In addition, LAOLA1 is not liable for any damage occurred due to unforeseeable events not within LAOLA1's control, including, without limitation, system incidents or computer failures.

7.5 LAOLA1 cannot influence the content of linked websites, frames, banner ads or other advertising. LAOLA1 disclaims any liability in connection with such content.

7.6 If a User publishes information on LAOLA1.tv or the Apps or if a User's information otherwise becomes content of the Website or the Apps, the respective User is re-

sponsible for such content. LAOLA1 expressly disclaims any liability for content or other material published by Users on the Website or in the Apps.

- 7.7 If firewalls and security certificates are offered, the User acknowledges that these do not guarantee absolute security and full operability according to the state of the art.
- 7.8 LAOLA1 reserves the right, but is not required, to check data exchanged between the participants. If unlawful behaviour is not objected to, LAOLA1 shall not be deemed to waive any claims against the User arising from such behaviour.
- 7.9 LAOLA1 reserves the right to give the User the opportunity to purchase some Services from partner companies or third parties. If such Services are used, a contract shall be deemed concluded only between the User and the respective partner company or third party. LAOLA1 does not accept any warranty for the partner companies' or third parties' capacities and is not liable for the performance of such contracts.

8. Changes and Availability of the Services

- 8.1 LAOLA1 reserves the right to unilaterally change Services at any time, either temporarily or permanently.
- 8.2 LAOLA1 reserves the right to exclude individual Users or a certain group of Users from visiting the Website or the Apps as a whole or in respect of certain parts, and LAOLA1 may exercise such right at any time, without giving any reason and without giving prior notice to the User(s) concerned.
- 8.3 LAOLA1 shall also have the right to fully discontinue or interrupt the operation of the Website or the Apps temporarily or permanently, and LAOLA1 may exercise such right at any time, without giving any reason and without prior notice.
- 8.4 No claim whatsoever and no liability shall arise towards LAOLA1 from or in connection with the measures referred to in Section 8.

9. Blocking/Termination/Deletion of the Account

- 9.1 LAOLA1 may **block** a User's account without prior notice if the User violates the obligations hereunder.

- 9.2 Users may **terminate** the Terms of Use at any time for any reason whatsoever by deleting their accounts. If an account is deleted, the related content is deleted as well. If a contract of use pursuant to Section 4 was concluded, the account may be terminated only in connection with such contract of use. The contract of use may be terminated in compliance with the provisions of the respective specification of services provided to the User on the Website and in the Apps.
- 9.3 If a subscription is acquired via the Apps via digital distribution platforms for application software such as - without limitation - Apple App Store, Android Market and Google Wallet, the subscription shall be terminated via the respective distribution platform. All conditions governing termination shall be subject to the general terms and conditions of the respective distribution platform.
- 9.4 LAOLA1 may **terminate** the Terms of Use by giving two weeks' notice. LAOLA1 may give notice of termination in text form, ie also by email.
- 9.5 In the event of a termination, LAOLA1 may delete the respective account and all related content.
- 9.6 Since performance commences immediately and/or the pay Services may be used immediately after conclusion of a contract (see Sections 1.4 and 4.4 hereof), **the User's right of withdrawal** pursuant to Section 5e KSchG is excluded by law (see Section 5f No 1 KSchG).
- 9.7 If, after the conclusion of a contract, an account is not used for a period of more than 12 months (ie no active login), LAOLA1 may inactivate the respective account and delete all content included therein.
- 9.8 The parties' mutual performance obligations shall end by valid and lawful termination of the Terms of Use.

10. Data Protection

- 10.1 The User agrees that LAOLA1, strictly complying with applicable Austrian data privacy laws, may collect, process and use the personal data provided by the User when registering. LAOLA1 will store and process data in an extent and for a period necessary and useful for the operation of LAOLA1.tv and the Apps and permitted by law.

- 10.2 Personal data shall mean any information based on which the User may be identified, including, but not limited to, first name and family name, date of birth, address, and email address. Personal data shall not include any information that may not directly be associated with the User's identity.
- 10.3 When registering for LAOLA1's personalized Services, the User will be asked to provide personal data specified in more detail therein. By registering, the User agrees that such personal data is stored. No personal data will be stored in connection with the Services without the User's knowledge. When registering, the User is granted the opportunity to object to receiving emails from LAOLA1.
- 10.4 In connection with access to the Website and the Apps, data will be stored on the servers for backup; such data may allow identification. LAOLA1 will use such information to maintain service quality and prepare general statistics concerning LAOLA1. LAOLA1 may pass on such data in an anonymised form to partners for the purpose of performing statistical analyses. No personal data will be used for that purpose.
- 10.5 Except with the Users' prior written consent, LAOLA1 will not sell or lease or otherwise pass on to third parties the personal data and it will not disclose to third parties personal data of the Users for advertising or marketing purposes or otherwise pass on such data to third parties, except to all group companies of the LAOLA1 Group with the sportsman media holding GmbH as (direct or indirect) parent company. LAOLA1 is entitled, however, to pass on personal data of the Users to third parties if LAOLA1 believes there is reasonable suspicion that content transmitted violates the rights of third parties and such third parties request delivery of their personal data. If required by law or court order, LAOLA1 will transmit the Users' data to any agencies entitled to receive such information.
- 10.6 LAOLA1's employees are required to keep personal data confidential. LAOLA1's employees will pass on personal data to third parties only within the scope described above.
- 10.7 If the Website or the Apps contain links to websites of third parties, LAOLA1 has no influence on the collection, processing or use of personal data once a User clicks on such links. As a consequence, LAOLA1 does not accept any responsibility in this respect.

- 10.8 LAOLA1 reserves the right to use so-called cookies. Cookies are alpha-numerical identifiers temporarily filed in the working memory ("Session Cookie") or permanently stored on the hard disk of the User's computer ("Permanent Cookie"). Such information includes, but is not limited to, the User's IP address, login data, type and version of browser, email addresses, the date and time when the User visits LAOLA1.tv or the Apps, and a cookie number. The use of cookies enables LAOLA1 to "recognise" the User at his/her next visit and to align the offer on LAOLA1.tv and the Apps with the User's interests. Cookies are generally deleted once the User logs out of his personal account, or cookies expire on their dates of expiration. So-called language cookies which "recognise" the language of the Website or the Apps previously used when the User visits the Website or the Apps are not deleted when the User logs out. If the User does not log out of his personal account, all cookies are deleted after three months, at the latest.
- 10.9 Effective for the future, Users, whether electronically or in writing, may revoke their consent regarding the storage of personal data at any time without giving any reason. In such case, personal data is immediately deleted. LAOLA1 reserves the right to block personal data for a period of six months after receipt of a revocation notice instead of immediately deleting personal data. LAOLA1 will exercise this right if LAOLA1 has reason to believe that the rights of third parties may be violated by the content placed by the User and such third parties request, or may request in the foreseeable future, delivery of personal data from LAOLA1. While personal data is blocked, LAOLA1 will not use personal data for any purpose other than that described above.

11. Copyright

- 11.1 LAOLA1 shall have exclusive copyrights and rights of use in respect of the Website, the Apps and the content thereof. Reference to any copyrights and rights of use of third parties will be made where applicable.
- 11.2 The Users are required to respect the intellectual property of third parties.
- 11.3 Any use and any reproduction, alteration, dissemination, passing on, publication, display or presentation of the content of the Website and/or the Apps outside use of the Services is prohibited. The User may not copy, download, store and/or sell in any

manner whatsoever and/or use for commercial purposes the content made available by LAOLA1.

- 11.4 The Services, the content thereof, including advertising content, as well as the software used in connection with the Services are protected by legal provisions, including, without limitation, copyrights, trademarks, patents or other intellectual property rights. Users may use the Services, the content thereof and the software use only within the scope of these Terms of Use.

12. Amendments to the Terms of Use

- 12.1 LAOLA1 reserves the right to amend the Terms of Use in the future. Any amendment will be published on the Website in a manner visible for the Users. From that point in time, any amendment to the Terms of Use shall be applicable to any further use by the User.

- 12.2 If a User objects to an amendment to the Terms of Use, the User may not continue to use the Services.

13. Notices

- 13.1 Any communications or notices to LAOLA1 shall be sent to the contact addresses indicated in the imprint.

- 13.2 Any communications or notices to Users will be sent to the email address indicated by the User upon registration. Any communications or notices relating to Services which do not require registration will be disclosed by way of a notice within the relevant Service. Users may not claim to receive separate notice in such case.

14. Final Provisions

- 14.1 If any term hereof is invalid or ineffective, this shall not affect the validity of the remaining terms hereof. The invalid or ineffective term shall be replaced by a term which closest reflects the original intent of the Terms of Use. This shall also apply to any legal loopholes and the interpretation of these Terms of Use.

- 14.2 These Terms of Use are governed by and construed in accordance with Austrian law, without giving effect to the UN Sales Convention. All disputes arising from or in

connection with these Terms of Use shall be referred to the court in Vienna having subject-matter jurisdiction.

Vienna, September 2013