

# BEELUP | TERMS AND CONDITIONS

Effective July 22nd., 2022

## 1. GENERAL

1.1 The present Terms and Conditions (hereinafter “the Terms”) govern the contractual relationship between Dreams Factory Group, LLC (hereinafter “BEELUP”), provider of the service “BEELUP - Revive tu Partido” and any other website or mobile application owned by or controlled by BEELUP (hereinafter the “Site”) that allow for the distribution, streaming and reproduction of audiovisual content recorded with cameras owned by BEELUP (hereinafter the “Content”) and the Users of the platform (hereinafter the “User”) for users of BEELUP’s clients sporting facilities (hereinafter the “Facilities”).

By accessing our Site, registering to create an account, using our services or entering a facility that provides our Services, the User accepts to be bound by these Terms and Conditions of use that will remain in effect while the User accesses our Site, subscribes for an account or makes use of our services. When the User no longer accesses our Site, does not subscribe to an account or does not use the Services, the User’s legal obligations and liabilities with respect to BEELUP that might have been accrued over time will not be affected by this termination.

1.2 The User does hereby represents and warrants to BEELUP that he/she is at least fourteen (14) years old or that he/she is capable of entering into and performing legally binding agreements on his/her own behalf or on behalf of the person or entity he/she legally represents. in case the User is not fourteen (14) years of age or older, the User represents and warrants to BEELUP that he/she has parental consent to use the Website, subscribe to an account, or use the Services.

1.3 The User will not be allowed to access our Website or use our Services unless he/she accepts these Terms and Conditions or if the User is not of legal age to enter into a binding contract with BEELUP.

1.4 By accessing our Website, subscribing to an account or using our Services, the User will be subject to additional policies that may be available on this Site, including Privacy Policies.

## 2. ACCOUNT REGISTRATION

2.1 The User will need to register for an account to use most of the Services, by filling in the form available on the Website [www.beelup.com](http://www.beelup.com).

2.2 The account is personal to the User, and he/she is the only responsible for any and all activities under such Account. The User must immediately notify BEELUP of any security breach or unauthorized use of the account of which he/she is aware. When registering for an account the User must provide accurate, precise and complete information and always keep his/her data updated.

2.3 The account password must be kept safe and confidential at any time. The User must

immediately notify BEELUP if he/she has learned that the password has been disclosed to an unauthorized third party or that the account is being misused. BEELUP will not be held liable, directly or indirectly by any way whatsoever for any loss or damage of any kind that might result from or in connection with the User's failure to comply with these provisions.

2.4 BEELUP reserves the right to suspend or deactivate the account or the password as it deems appropriate and under no penalty or liability of any kind, as well as to eliminate or discard all or any part of the account, the User's profile and content of any type, at any time and without previous notice.

2.5 The User will have to express his/her consent for the use of the Services, by filling in the form available on [www.beelup.com/consentimiento](http://www.beelup.com/consentimiento)

2.6 The User may request the cancellation or modification of his/her consent or data at [bajas@beelup.com](mailto:bajas@beelup.com)

### **3. COPYRIGHT**

All the data and materials on our Website, including, without limitation, text, graphs, interactive features, logotypes, photographs, music, videos, software as well as any other kind of audiovisual or downloadable material or the Services selection, organization, coordination, compilation and overall appearance (hereinafter "Material") are the intellectual property of BEELUP, its affiliates or licensees. All the trademarks and trade names are the property of BEELUP, its affiliates or licensees.

### **4. GENERAL RESTRICTIONS ON USE**

4.1 The User does hereby represent and warrant that he/she shall not use the Services or the Website:

- (a) To impersonate any other person or entity or to claim a false identity when subscribing to an account on the BEELUP Website, or use a third-party account;
- (b) For any purpose other than to access the Website and the Services provided by BEELUP;
- (c) To circumvent, disable or otherwise interfere with the security-related features of our Website or the Services or functions that block, limit or restrict access to our Website or reproduction of any Material or Content;
- (d) To remove or modify copyrights or other proprietary rights notices on the Material or any Content;
- (e) For any unlawful purpose in any jurisdiction;
- (f) To collect Personal Data about Users or third parties without their consent or the consent of BEELUP;
- (g) To reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of any Material; or
- (h) Interfere with or damage the operation of the Services or the enjoyment of the Services by any User by any means, including the uploading or dissemination of viruses, spyware, worms or other harmful codes;
- (i) If You are not legally capable to act and enter into legally binding contracts or have

been suspended from the site;

- (j) Using words that are forbidden, provoking, threatening or otherwise intimidating or defamatory against other players and/or third parties, during the videos or accessible comments on the Site, as well as inciting other players to adopt similar behaviors and/or language. Only You and not BEELUP will be responsible for the consequences that the use of this kind of language may have against third parties as violation of morality, religious feelings and/or their reputation and honor;

4.2 The User agrees not to sell, license, distribute, copy, record, modify, play or show to the public, broadcast, post or repost, including the reposting on another Website, edit, adapt, create derivative works or otherwise use the Material and/or the Content which is not considered the property of the User. In case the User, as permitted by applicable laws, registers, downloads or otherwise copies the Material and/or Content for personal -non-commercial- use, then the User will have to keep all the notices relating to copyrights, trademarks and similar proprietary notices. BEELUP reserves all the rights not expressly granted on and for the BEELUP Website, the Services, the Material and the Content.

4.3 BEELUP reserves the right to suspend, terminate or modify any feature of the Services at any time, including the right to terminate either all or part of the visualization of any kind of Content or linked or embedded Content, as well as to block access to our Website.

## **5. RELATIONSHIP BETWEEN BEELUP AND THE USER**

5.1 The Users have limited access to the BEELUP Website and content thereof. BEELUP can restrict access or reception of the transmission at any time.

5.2 In case a User wants to cancel his subscription, he/she will be able to do it on our Website. The accounts that have not been accessed and used for a period of more than twelve (12) months may be restricted or removed as BEELUP deems appropriate. This may include any content posted by the User.

5.3 The User warrants: (i) To BEELUP, a valid worldwide, non-exclusive, free, transferrable license (with a right to sublicense) to use, play, distribute, prepare derivative works, show and create video content including the User's personal image and audio related to the provision of the Services and BEELUP's and the Website's commercial activities, including, without limitation promotion and redistribution of all or part of the Services (and related derivative works), in any format and through any communication channel; (ii) to each and every Site User: a worldwide, non-exclusive, free of charge license to access the Content on the Site.

## **6. CANCELLATION AND RETURNS**

6.1 If you, as a consumer, subscribe to an Account, you may cancel and return your request within fourteen (14) days, for any reason and without justification. The fourteen (14) day period starts from the subscription date.

6.2 You must notify BEELUP that you wish to cancel your subscription and remove your account. Please write to [privacidad@beelup.com](mailto:privacidad@beelup.com)

## **7. PAYMENTS**

7.1 The Service has a charge to be borne by the User or the Institution, depending on the active plan. Such charges may be modified as published on the Site.

## **8. PERSONAL DATA PROTECTION**

8.1 The Personal Data of the registered Users are treated as provided by the General Data Protection Regulation 2016/679 (EU) and the Spanish regulations in force related to Personal Data Protection. By accessing the account, the User can at any time verify and modify the information.

8.2 By making a reservation of the Facilities the User accepts the Terms. At the time of registration the User consents on his/her own behalf to the treatment of his/her Personal Data by BEELUP according to these Terms and Conditions and the Privacy Policies. The User who makes the reservation undertakes to notify the other beneficiaries and Users of our services (other players) about the obligation to expressly consent to these Terms and Conditions and the Privacy Policies. The Privacy Policies must be displayed in visible places at the Sporting Center facilities where our Services are provided. We encourage the User to notify us in case the Privacy Policy is not properly displayed at the sporting facilities.

8.3 The pages that include the video Contents where the Users may appear, may include, as BEELUP deems appropriate, advertisement banners as well as third parties (companies or individuals) commercial information and/or services provided by BEELUP or its affiliates.

8.4 Since the Personal Data of the Users of our Services can be disclosed by other Users sharing the video content under their own responsibility, each User must treat such information in accordance with the principles of legality, equality and transparency described in the General Data Protection Regulation 2016/679 (EU) and the Spanish regulations in force. The Content is the property of Dreams Factory Group, LLC, which disclaims all liability based on defects of registration and lost video transmissions related to connection problems at the Sporting Center and/or other causes non-attributable to Dreams Factory Group, LLC.

8.5 Regarding the ways in which BEELUP treats each Users' Personal Data, we encourage you to read the Privacy Policies at [www.beelup.com/privacidad](http://www.beelup.com/privacidad)

## **9. WARRANTY DISCLAIMER**

9.1 BEELUP expressly makes no warranty of any kind and assumes no liability associated and/or related to the Services, video recordings, images, sounds and/or expressions that may arise from the Content posted by BEELUP exactly as it was recorded and registered by the cameras.

9.2 Without limiting the generality of the foregoing, BEELUP does hereby waive to the extent permitted by applicable law to each and every warranty, express or implicit, including, without limitation, any (a) warranty of merchantability or fitness for purpose, (b) warranties against any infringement of any intellectual property or third-party proprietary rights, (c) warranties

against Services delays, interruptions, mistakes or omissions in particular in the case of unannounced termination of the Content delivery, (d) warranties related to the transmission or delivery of Services, (e) warranties related to the accuracy or integrity of the information or data in the Services, or (f) other warranties related to the performance, breach or other acts or omissions of BEELUP.

## **10. LIMITATION OF LIABILITY**

10.1 BEELUP will not, in any case, be held liable for any forecasted income or benefits loss, delays or any other kind of loss or resulting damage, indirect or punitive, foreseeable or unforeseeable, regardless of the theory or course of action on which such damages are based, including, among other things, strict liability, breach of warranty or another type of breach. Loss of data is considered consequential loss.

10.2 BEELUP's liability under or in connection with these Terms and Conditions, under any title whatsoever, shall be limited to the amount paid by the User, if any, to BEELUP, for the twelve (12) months immediately preceding the occurrence of the damage.

10.3 The above limitations and exclusions shall not be applicable (a) in case of willful misconduct or willful negligence, (b) in case of death or bodily injuries, or (c) if and to the extent otherwise provided by mandatory law.

## **11. INDEMNIFICATION**

11.1 The User shall, notwithstanding any provision to the contrary in these Terms and Conditions, indemnify, defend and hold harmless BEELUP from and against any and all losses, claims, damages, liabilities, including legal expenses and fees that may arise from any third party claim due to or arising out of the breach of these Terms and Conditions by the User, including, without limitation, breach of representations or warranties by the User, made hereunder.

11.2 BEELUP reserves the right, at the User's own expense, to assume the exclusive defense and control of any matter for which the User is required to indemnify BEELUP, and the User hereby agrees to cooperate with BEELUP's defense of any such claims.

## **12. THIRD-PARTY WEBSITES**

12.1 Our Website may contain links to other websites or services operated, owned or controlled by other persons or companies (hereinafter "Third-Party Services"). Third-Party Services may have their own terms and conditions and privacy policies or no terms and conditions or privacy policies at all. BEELUP does not endorse any of these Third-Party Services nor the information, material, products and/or the services contained in or accessible through them.

12.2 Third-Party access and use, including information, material, products and services contained in or accessible through them are performed exclusively at the Users' own risk.

## **13. CHANGES IN THE TERMS AND CONDITIONS**

13.1 BEELUP reserves the right, at its own discretion, to modify these Terms and Conditions and any other policy from time to time by publishing the amended Terms and Conditions or Policies on our Website. In case the User does not accept these changes, he/she shall have to stop using BEELUP's Website and Services. Uninterrupted use by the User of BEELUP's Website and Services implies acceptance of the mentioned changes. The User shall be notified by e-mail and informative banners on our Website.

## **14. CONTACT**

BEELUP's Website and Services are provided by BEELUP. You may contact BEELUP by e-mail at [privacidad@beelup.com](mailto:privacidad@beelup.com)

## **15. OTHER PROVISIONS**

15.1 BEELUP may, and you agree that we may, send functionalities updates and information about new features of the platform.

15.2 These Terms and Conditions contain the entire agreement between BEELUP and the Users about the use of this Website and the Services by the User and completely supersede any prior agreements on the subject.

15.3 The User may not novate or assign any of his/her rights or obligations under these Terms and Conditions without BEELUP's prior written consent.

15.4 In the event that any of the provisions of these Terms and Conditions are declared invalid or unenforceable by mandatory law or legal instruments issued by public authorities or decisions made by public authorities, BEELUP and the User agree that the other provisions shall remain in effect. The invalid provision shall be replaced by a valid one that achieves as far as possible the original purpose and the commercial purpose of the invalid provision.

## **16. APPLICABLE LAW AND CONTROVERSIES**

16.1 The present Terms and Conditions as well as the relationship between BEELUP and each and any of the Users shall be governed and construed in accordance with U.S. law.

16.2 In the first place, an attempt will be made to resolve through negotiation any dispute arising out of or related to these Terms and Conditions. Disputes shall be finally decided by the courts of Delaware, United States of America, without prejudice to applicable consumer protection laws.