

# **TERMS AND CONDITIONS**

## *FOR THE PROVISION OF SERVICES BY SONDASPORTS.COM*

The Company has determined these Terms and Conditions in order to establish rules for the provision of services under subscriptions offered by the Company. The services consist in, among other things, the analysis of data collected by the electronic device used to collect training data (Tracker), sharing activity reports with Users, as well as providing information about the possible risks of injury. The Terms and Conditions include, in particular, provisions relating to the Mobile App, the subscription model, payment, and the rights and obligations of the Company and the Users. The Terms and Conditions are available at any time in the Service in a way that allows Users to access, open and save them. These Terms and Conditions also apply to services rendered by means of the Sonda Sports Mobile Application which is shared by the Company on Mobile Devices, as long as the provisions of the other terms and conditions, including those provided by the owners of the operating systems directly on the Mobile Devices, do not state otherwise. All provisions referring to the rules of use of the Service by the Users shall apply accordingly to the rules of use of the Mobile App unless these rules are distinct. These Terms and Conditions apply to Users who are **Consumers** and **Entrepreneurs**.

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## I. DEFINITIONS

The terms used herein shall mean:

1. The Company – SONDA SPORTS, a limited liability company based in Wrocław, ul. Wagonowa 2C, 53-609 Wrocław, entered into the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6<sup>th</sup> Commercial Division of the National Court Register, under KRS number: 0000506708, NIP (tax identification number): 8971798074, REGON (state statistical number): 022392201, which within the framework of the Service sells services through subscriptions;
2. Service – a collection of web pages managed by the Company, allowing Users to use the services provided by the Company, including to conclude sales contracts. The above collection is available at [www.sondasports.com](http://www.sondasports.com);
3. Mobile App – the Sonda Sports application distributed by or with the consent of the Company, available for installation on Mobile Devices, allowing the use of services provided by the Company, including the conclusion of sales contracts;
4. Mobile Device – a portable electronic device connected to the Internet using wireless technology (3G, LTE, Wi-Fi) and running on Android or iOS operating system;
5. Tracker – an electronic device for collecting training data. The device is available for sale at [shop.sondasports.com](http://shop.sondasports.com) in the Company's Service;
6. Entrepreneur – an entrepreneur within the meaning of the Act of 23 April 1964 – Civil Code (consolidated text: Journal of Laws of 2014, item 121), i.e. a natural person, a legal person or an organisational unit conducting business or professional activity on its own behalf;
7. Consumer – a consumer within the meaning of the Act of 23 April 1964 – Civil Code (consolidated text: Journal of Laws of 2014, item 121), i.e. a natural person performing a legal transaction with the Company which is not directly related to his/her business or professional activity.
8. User – a Consumer or Entrepreneur using the SONDA SPORTS Service under the conditions described in these Terms and Conditions, in particular, concluding contracts for the provision of services by the Company under subscription;
9. VAT taxable person – an active Value Added Tax taxable person registered in Poland in accordance with the provisions on the Goods and Services Tax Act.
10. Foreign VAT taxable person – an active Value Added Tax taxable person registered for the purposes of this tax in the EU.
11. Taxable person from a Third country – a taxpayer entitled to account for tax on acquisition, having the registered office or a place of business in a Third country.
12. Third country – all countries outside the EU, as well as territories excluded from the EU under separate regulations.

## **II. GENERAL TERMS AND CONDITIONS**

1. The use of the services provided by the Company requires User's access to:
  - a) in the case of using the Service – a computer or another device with Internet access and one of the following web browsers:
    - Mozilla Firefox version 8.0 and higher,
    - Internet Explorer version 9.0 and higher,
    - Opera version 10 and higher,
    - Google Chrome version 17 and higher,
    - Safari version 9.1.3 and higher,
    - or another compatible web browser with cookies enabled;
  - b) in the case of using the Mobile App – a Mobile Device with the operating system:
    - Android version 4.4 or higher,
    - iOS version 8.0 or higher
  - c) in both cases, use of the Service and Mobile App – an active email account.
2. The User is prohibited from providing any illegal content as well as from adopting measures that may cause interference in or damage to the Service. The User is obliged to refrain from any activity that could affect the proper functioning of the Service, including, in particular, from any interference with the content of the Service or its technical elements.
3. A User who is an Entrepreneur can use the Service through persons authorised to act on his behalf.
4. Persons under thirteen years of age or declared partially legally incapacitated do not have legal capacity and are represented in the Service only by their legal representative (e.g. a parent or guardian). Persons who are under eighteen and over thirteen years of age, as well as persons partially legally incapacitated, have a limited capacity to perform acts in law and will require a consent of their legal representative for their actions in the Service.
5. The User is obliged not to disclose his username and password which are used to log in to the Service to third parties.
6. Using the Company's name, Service logo, graphic elements of the Service, and the Service layout by the User is prohibited except as expressly provided in these Terms and Conditions or when the use of the indicated objects of copyright and industrial property right is possible on the basis of express written consent of the Company or authorised third parties. The User is forbidden to adopt any measures reproducing the Service, including in particular on websites and web domains associated with the User.
7. If the User obtains any information about unauthorised use of his account or password, as well as about any other case of violation of these Terms and Conditions, he is obliged to immediately notify the Company through the support platform available in the Service. The Company is not responsible for the unauthorised use of the User account or password by a third party.

## **III. SERVICES PROVIDED BY THE COMPANY**

### **1. DESCRIPTION OF SERVICES**

- a) The Company offers its Users the possibility to use the following services:

- recording and automatic analysis of data collected by the Tracker,
  - providing Users personalised, detailed reports on the activity and the current and historical status of progress and physical condition,
  - providing information about the possible risk of injury.
- b) The Company provides services to individual Users under the basic package and the individual subscription, and to teams under the team subscription.
- c) On the basis of the terms described below, Users can use the services provided by the Company under the subscription plan.

## **2. USE OF SERVICES**

- a) Purchasing a Tracker allows the User to use all the services provided by the Company, referred to in paragraph 1 letter a) for the first 30 days of creating an account in the Service. The terms and conditions of the sale of Trackers are regulated in separate Terms and Conditions.
- b) After the period referred to in letter a) the Users can use the services provided by the Company on the terms described below, depending on the subscription.

## **3. SERVICES FOR INDIVIDUAL USERS**

- a) Services provided under an individual subscription are addressed to individual Users.
- b) After the deadline referred to in paragraph 2 letter a), an individual User still has the ability to use the Service and access the data collected by the Tracker and their basic analyses.
- c) In order to gain access to all services provided by the Company referred to in paragraph 1 letter a), individual Users must purchase an individual subscription in accordance with the principles set out in chapter IV.
- d) An individual User may decide to purchase an individual subscription at any time of using the Service.
- e) An individual User is also the administrator of his account, that is, the only person authorised, among other things, to change his personal data.
- f) In the case of cancellation of the subscription during the period referred to in chapter IV letter c), after the expiry of the subscription period, an individual User can continue to use the services provided by the Company as described in letter b).

## **4. SERVICES FOR TEAMS**

- a) Services provided under a team subscription are addressed to teams.
- b) In the case of teams, after the deadline referred to in paragraph 2 letter a), further use of the services provided by the Company is only possible under the team subscription in accordance with the rules set out in chapter IV.
- c) The team subscription is divided into the following models:
  - Small – applies to teams of up to 7 players; in this model, the User can upgrade his subscription to the Medium or Large module; by upgrading the subscription, the User also has the possibility to increase the number of active players;
  - Medium – applies to teams of up to 15 players; in this model, the User can upgrade his subscription to the Large module; by upgrading the subscription, the User has also the possibility to increase the number of active players; he can

also downgrade the subscription to the Small module proportionally reducing the number of active players.

- Large – applies to teams of up to 30 players; in this model, the User can downgrade the subscription to the Medium or Small model, proportionally reducing the number of active players.
- d) The User can change the subscription model at any time.
  - e) In the case of cancellation of the subscription, the User has the right to use his subscription to the end of the period for which the payment has been collected.
  - f) Upgrading the subscription during its validity period results in reducing the amount of the future subscription fee by the amount unused under the current subscription. The upgrade of the subscription and the ability to change the number of players shall take effect on the date of the change to a higher subscription. In such a case, the next payment is due in the month following the date of payment of the new, higher fee.
  - g) The downgrade of the subscription during its validity period results in the allocation of the amount unused under the higher subscription towards the new, lower subscription. The remaining amount of the surplus (if any) will be lost. The downgrade of the subscription and the ability to change the number of active players shall take effect from the date of the change to a lower subscription. In this case, the next payment is due in the month following the date of payment of the new, lower fee.
  - h) In the case of a team subscription, the administrator of the team account is the team manager / coach. The rules for creating a team account and the administration of individual players' accounts are described in chapter VI paragraph 2.
  - i) A person registered in the Service as a coach has access to individual and collective data for each of the team members (players) to which the team members (players) agree.
  - j) As part of the function of the administrator, the coach has the right, among others, to make changes to the measurement parameters.

## **IV. SUBSCRIPTION**

### **1. GENERAL RULES**

- a) When choosing a Service subscription package, the User consents to be charged a recurring fee by the PayPal electronic payment system in a specified period.
- b) In the case of individual users using mobile applications, payment is done only through the AppStore for iOS and Google Play for Android.
- c) A user can cancel his/her subscription at any time via PayPal, using the "Cancel subscription" function in the Service or through AppStore or Google Play in the case of mobile systems.

### **2. TERMS OF PAYMENT**

- a) The fee for the provision of services under the subscription is payable monthly. A detailed price list and description of the services provided under individual subscriptions is available at [sondasports.com/en/pricing](https://sondasports.com/en/pricing).
- b) The first subscription fee is charged after the lapse of the period referred to in chapter III, paragraph 2, letter a).

- c) In the case of an unsuccessful payment collection, e.g. due to insufficient amount of money held by the User in the PayPal system, an attempt to collect the due amount will be repeated twice at a daily interval.
- d) If it is impossible to collect the due amount(s) in the manner referred to above, the User's access to the services provided by the Company will be automatically cancelled, however, in the absence of the possibility to collect the subscription fee from the individual User, he will retain access to the saved and automatically analysed data collected by the Tracker.
- e) The provision of services by the Company may be resumed on condition that the User makes the payment.
- f) Any fees charged by credit card companies will be paid by the Company.

### **3. INVOICING**

1. Invoices documenting the sale of all services provided by the Company, as well as correcting invoices, will be issued in accordance with the applicable provisions of the Tax on Goods and Services Tax Act of 11 March 2004 on (consolidated text in the Journal of Laws of 2011, No. 177, item 1054, as amended) in force on the day of their issuance.
2. By accepting these Terms and Conditions, the User also agrees that the Company will issue the invoices electronically.

## **V. OWNERSHIP AND STORAGE OF DATA**

1. Users are the owners of the data submitted by them when using the Service.
2. The results of each User or individual team members (players) are saved on individual accounts.
3. Deleting an account causes also the deletion of the data collected in the Service.
4. The Company stores the results of individual Users or individual team members (players) until the account is deleted from the Service.
5. The Company indicates that the data are stored on AWS servers located in Ireland and Germany.

## **VI. CREATING AN ACCOUNT IN THE SERVICE**

### **1. GENERAL RULES OF REGISTRATION**

- a) In order to use the services provided by the Company, the User should register in the Service and create a User account.
- b) Registration in the Service requires a joint fulfilment of the following conditions:
  - providing full name,
  - providing e-mail address and password,
  - accepting the Terms and Conditions and Privacy Policy
  - consenting to the processing of personal data to the extent necessary to establish, determine the content, change, cancel and ensure proper performance of the services supplied by the Company by electronic means, and to perform the contract of sale concluded by the User,

- c) If the Users wish to receive the Company's newsletters by e-mail, a separate consent is required from every User.
- d) Registration in the Service is free of charge.
- e) After registering in the Service, each login is performed using the data provided in the registration form.
- f) In the case of any changes in the User's data provided during registration, the User should update them immediately using the appropriate form available in the Service.
- g) Upon registration in the Service, the User account is created and it comprises the collection of resources where the information about the User and his activity in the Service in connection with the concluded Agreement is gathered. As part of his account, the User has, among others, access to the history of his orders in the Service.

## **2. CREATING A TEAM ACCOUNT**

- a) In the case of a legal person and an organisational unit without legal personality, registration in the Service, as well as all other actions of this entity within the Service, may only be performed by a person who is authorised to take all the actions related to the use of the Service (including registration) on behalf of that entity and to exercise all the rights and obligations of that entity as a User. In the case of persons referred to in chapter II, paragraph 4, the right to register shall be exercised by a statutory representative or shall require the consent of the statutory representative.
- b) The coach creates an account in the Service that is available to the players of the team.
- c) If the coach knows the player's e-mail address, he provides it in the Service and, after the team account is created, an activation link is sent to the player's e-mail. If the player accepts it, he acquires the right to administer his Service account and is obliged to accept the Terms and Conditions and consent to the processing of personal data. Pending the player's confirmation of his account, the coach is the sole administrator of the account and can manage it freely. Upon the confirmation of the account by the player, the coach loses the above power, subject to the provisions of chapter III, paragraph 4, letter j).
- d) In the case of failure to provide the e-mail address of a player or if that address is not confirmed by e-mail, the coach managing the team account is required to obtain a separate, explicit consent for the processing of personal data of each of these players and is liable to the fullest extent permitted by law for the failure to obtain such consent or for obtaining it in a defective manner. In such cases, the coach is the person authorised to administer the player's account.

## **3. ADDING PLAYERS TO A TEAM**

- a) The coach can add his team players to his other teams.
- b) In the case the User is added to a team, he shall continue to have only one account.



## **VII. PLACING ORDERS**

### **1. RULES FOR PLACING ORDERS**

- a) Information on the services provided does not constitute an offer within the meaning of Article 71 of the Civil Code but an invitation to submitting proposals (orders) by the Users.
- b) By placing an order, the User submits an offer to purchase the service.
- c) The User can place orders in the Service 7 days a week, 24 hours a day, subject to the other provisions of these Terms and Conditions, in particular, the provisions relating to technical breaks.
- d) The individual settings of a computer or another device of the User can cause differences between the visualisation of a specific functionality on that computer or other device of the User and the actual appearance of the service (e.g. colour, proportions, etc.).
- e) The Company reserves the right to change the prices of services on an ongoing basis and to run and cancel any kinds of promotional campaigns. The right referred to in the previous sentence does not affect orders placed before the date of entry into force of changes in the price or terms of promotional campaigns.
- f) To place an order, the User should log in to his User account.
- g) To place an order, the User selects a service covered by the order.
- h) After the selection of services, the User can place an order in the Service by clicking the "Subscribe" option. The User makes the final confirmation of the subscription in the PayPal electronic payment system.
- i) When placing an order, a User who is an Entrepreneur is obliged to provide data identifying him as an Entrepreneur, i.e. provide his NIP or VAT numbers required to issue an invoice.
- j) After placing an order, the User will be redirected to the PayPal electronic payment system where he shall agree to the collection of payments in accordance with chapter IV, paragraph 2, letter b).
- k) The ordered services are activated by the Company automatically upon the consent referred to in letter j) is granted.
- l) If the Company finds that the order has been placed incorrectly, a message with relevant information will be sent to the User account in the Service. In such a case, the User can once again select the service and place an order.
- m) The contract is concluded at the moment when the User receives confirmation from PayPal that the services have been activated.
- n) In the case of using the service and subscribing through the application in the AppStore for iOS or Google Play for Android, the User must adhere to the rules of these stores.

### **2. PRICE**

- a) The prices of services are given in euro. The price of services includes all the public-law liabilities arising from the Polish Goods and Services Tax Act.
- b) The final price for the provision of services (i.e. the price for a monthly subscription together with VAT or with a possible foreign VAT) is provided before the User places an order.

c) In the case of the provision of services to a User who is also a Foreign VAT taxable person, the User will be entitled to account for VAT on the provision of services in the country of his registered office or place of business.

In the case of the provision of services to a User who is also a Taxable person from a Third country, the User will be entitled to account for the tax on acquisition in accordance with the provisions in force in the Third country concerned.

## **VIII. TECHNICAL SUPPORT**

1. The Company offers Users online technical support in the form of the support platform available in the Service.
2. Queries should be submitted using the form available on the support platform available in the Service at [help.sondasports.com](http://help.sondasports.com) and the instructions provided by the support platform should be followed. Queries can also be submitted via e-mail: [support@sondasports.com](mailto:support@sondasports.com), as well as through social media at [twitter.com/sondasports](https://twitter.com/sondasports) and [facebook.com/SondaSports](https://facebook.com/SondaSports).
3. The support is available 24 hours a day.
4. Replies are provided immediately, no later than within two business days.
5. Users can submit to the Company their observations, ideas or comments on the operation of the Service by means of the support platform.

## **IX. TECHNICAL BREAKS**

1. The Company, to the fullest extent permitted by law, shall not be responsible for any interruptions, including breaks, in the functioning of the Service, caused by force majeure, equipment failure, illegal interference of third parties or overload of the Service even if it resulted in the loss of user data, unless the aforementioned measures result from wilful misconduct of the Company.
2. Due to the continuous improvement of the Service, the Company reserves the right to make changes to the offered services and Service activity. As a result of the changes, it may be necessary for Users to use an updated version of the Service.
3. The Company reserves the right to interruptions in access to the Service caused by its technical servicing, maintenance work or work on improving Service functionalities.
4. The Company undertakes to always take due care to ensure that the continuous operation of the Service is restored immediately, unless exceptional circumstances occur.
5. Whenever possible, the Company will inform the Users in advance of planned technical breaks in Service operation.
6. The Company shall take due care to secure the Service against unlawful access by third parties. The Company, to the greatest extent permitted by law, shall not be liable for unauthorised and illegal access to the Service or devices used by the User by third parties and for obtaining any data in this way. Furthermore, the Company shall not be responsible for the possible influence of third parties on the measurement of the User's results. The Company, to the fullest extent permitted by law, shall not be liable for nonperformance or improper performance of the services provided by the payment processor.

## **X. DISCLAIMER**

1. The Company does not provide any medical or other health services by means of the Service.
2. The Company does not examine the health of the Users, nor does it have the proper knowledge about their health condition, past illnesses, disorders and dysfunctions. These factors may affect Users' possibility of practising sports.. For this reason, Users should regularly consult specialist doctors and keep track of their health on a regular basis.
3. The Company performs analyses on the basis of scientific research and scientifically proven algorithms while maintaining due diligence and observing the rules of professional conduct, but shall not be liable for the result itself which depends, among others, on the circumstances referred to in paragraph 2. The User is not entitled to any claims against the Company in this respect.
4. Moreover, the Company shall not be liable for the data provided by the Users in the Service which may be the basis of the calculations made as part of the services provided.

## **XI. DELETING AN ACCOUNT FROM THE SERVICE**

1. Each User can delete his account from the Service at any time. For this purpose, the User should contact the Service through the support platform or by e-mail. The account will be removed by the Company within 14 days after receiving the request made in either of the ways referred to above.
2. The account of a User who is a team member can be deleted by both the player and the coach. If a player has not activated his account, it can be deleted by the coach at any time. In such a case, a notification will be sent to the e-mail address of the player with an activation link to the account which will allow the player to manage his account.
3. Deleting an account during the subscription validity period will cancel the subscription upon account deletion. The User is not entitled to a refund of the price paid for the unused period.
4. In the case of death of the User, the Company will delete his account if of the Company is informed of the death by the heirs and presented a relevant official document confirming it.
5. The account of a User who is an Entrepreneur will be deleted by the Company if the Entrepreneur is deleted from the relevant official register of entrepreneurs. The Company may also delete the account of a User who is an Entrepreneur if liquidation or bankruptcy proceedings or proceedings of a similar effect, are initiated against the Entrepreneur. In such a case, the Company will delete the account after obtaining the relevant information from the register or after obtaining an official document confirming the above circumstances.
6. Deleting an account does not affect the ownership of the device. It is a matter determined individually by Users and players.

## **XII. RIGHT OF WITHDRAWAL – ONLY FOR CONSUMERS**

1. A User who is a Consumer may withdraw from a service contract concluded with the Company within 14 days of the date of its conclusion without giving any reason and at no cost, subject to the provisions of paragraph 3. After that deadline, the right to withdraw expires.
2. In the case of an effective exercise of the right of withdrawal by a User who is a Consumer, the amount paid by him for the use of the services provided by the Company will be returned through the same payment system (e.g. PayPal) as the one which was used to pay for the service.
3. A User who is a Consumer is obliged to pay for the portion of the service which has been provided until the withdrawal from the contract. The above amount shall be calculated pro rata for the time of service provision.
4. In order to exercise the right of withdrawal, the User who is a Consumer should fill out a declaration annexed hereto and send it by e-mail to the Company, or fill out the withdrawal form available directly in the Service. If the Consumer uses the second option, the Company shall send him a confirmation of receipt of the statement of withdrawal by e-mail.

## **XIII. PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

1. Users' personal data will be processed by the Company, as the personal data controller, in order to provide services to the User by the Company, as well as, subject to the consent of the User, for marketing purposes related to Company's operation. The collected data are processed in accordance with the provisions of the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 1997, No. 133, item 883, as amended) and the Electronic Services Act of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended).
2. The User provides his personal data voluntarily. However, the lack of consent to the processing of personal data by the Company may prevent the Company from providing services by electronic means and prevent the User from purchasing in the Service.
3. The User's personal data may be disclosed to entities authorised to obtain them under the applicable provisions of law, including the relevant judicial authorities. The Users' personal data may also be disclosed – in the necessary and required scope – to third parties, including entities performing on behalf of the Company activities related to the contract concluded with the User.
4. The Company allows Users whose personal data it is processing to exercise their rights under the Personal Data Protection Act, including, but not limited to, the right to access and amend their personal data, and the right to control the processing of their personal data on the terms described in the Act.
5. In the framework of exercising the right to control the processing of his personal data, the User shall in particular, have the right to request that the Company cease the processing of his data due to his special situation, and also to object to the processing of his data.

The request and the objection may be made by the User by means of the support platform and via e-mail.

6. Confidential information concerning the Users, including the Users' personal data, is protected by the Company against its disclosure to unauthorised persons, as well as against other cases of its disclosure or loss, and against the destruction or unauthorised modification of the data and information, through the use of the appropriate technical and organisational security measures.

#### **XIV. COOKIE POLICY**

1. In accordance with the provisions of the Telecommunications Act of 16 July 2004 (Journal of Laws of 2004, No. 171, item. 1800), the Service uses cookies.
2. Cookies are computer data, in particular, text files, sent by a web server, which are stored on the User's end device and used by the Service. Cookies contain the name of the originating website, their storage time on the end device and a unique number. The default parameters of the cookies allow reading the information contained in them only by the server that has created them.
3. Cookies are used:
  - a) to adapt the content of the Service websites to User's preferences and to optimise the use of the Service; in particular, these files allow to recognise the User's device and properly display the web page tailored to his individual needs;
  - b) for analytical and statistical purposes (analysis of Users' behaviour in the Service, marketing preferences and for adjusting the content to the individual needs of Users);
  - c) to properly configure the selected functions of the Service allowing, in particular, to verify the authenticity of the browser session;
  - d) to maintain the User's session so that the User does not have to re-enter his login and password on every page of the Service.
4. In many cases, the software used to browse the Internet (web browser) allows by default to store cookies on the User's end device.
5. The User can at any time change his cookies settings by specifying the conditions for their storage or cookies' access to the User's device. The User can change the settings referred to in the previous sentence by changing the settings of the software installed on his telecommunications end device or by service configuration. The settings can be changed, in particular, in such a way as to block the automatic handling of cookies in the web browser settings or alert the User each time cookies are created on his device. Detailed information on the possibilities and ways of handling cookies is available in the software (web browser) settings.
6. Cookies created on the User's end device can also be used by advertisers and partners cooperating with the Seller.
7. The User can always delete the cookies using the features available in the web browser.
8. Limiting the use of cookies may affect some of the functions available on the Service website. However, not accepting cookies may cause difficulties in using the Service. Using the browser with the settings allowing to store cookies on the User's computer or another device means that the User agrees to storing these files on this computer or the device.

## **XV. CONTACT**

1. Users can contact the Company as follows:
  - a) in writing – to the correspondence address: SONDA SPORTS Sp. z o. o., ul. Wagonowa 2C, 53-609 Wrocław (Poland)
  - b) by telephone: +48 576 988 155
  - c) electronically – e-mail address: support@sondasports.com.

## **XVI. FINAL PROVISIONS**

1. Changes to these Terms and Conditions do not apply to the contracts concluded before the entry into force of the new Terms and Conditions.
2. All actions under these Terms and Conditions and all matters not regulated herein are governed by the provisions of Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. If any provision of these Terms and Conditions is not compliant with the applicable law, the relevant provisions of Polish law will apply in place of the questioned provision of the Terms and Conditions. In the case that any provision of these Terms and Conditions is ineffective in whole or in part, the remaining provisions shall remain in force.
4. Any disputes arising between a User who is an Entrepreneur and the Company shall be settled by the court having jurisdiction over the registered office of the Company.
5. These Terms and Conditions come into force on: 1 February 2017

**APPENDIX – SPECIMEN STATEMENT OF WITHDRAWAL FROM THE CONTRACT**

**Place, date**

.....

.....

.....

**Full name(s) of the consumer(s)**

**Address of the consumer(s)**

**SONDA SPORTS Sp. z o. o.  
ul. Wagonowa 2C  
53-609 Wrocław (Poland)**

**Statement**

**of withdrawal from a distance contract**

**I / We(\*) ..... hereby inform you of my / our(\*) withdrawal from the contract for the provision of the following service(\*)**

.....

**Date of contract conclusion(\*) .....**

.....

**Signature of the consumer(s)**

**(\*) Delete as appropriate**