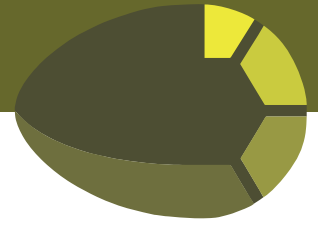


MyTournament.info

GENERAL CONDITIONS



ARTICLE 1. | DEFINITIONS

The following terms, always referred to with a capital letter, are used with the following meaning in these terms and conditions.

1. **Mijntoernooi.info**: the user of these terms and conditions, part of Verheijen Consultancy, located at Cauwelaerseweg 12-B, 4858RH in Ulvenhout AC, registered in the Commercial Register under Chamber of Commerce number 20087763.
2. **User**: everyone who has concluded an Agreement with **Mijntoernooi.info** or is looking to conclude one, as well as every visitor of the Website.
3. **Parties**: **Mijntoernooi.info** and the User jointly.
4. **Agreement**: every agreement concluded by the User, in the capacity of tournament organiser, with **Mijntoernooi.info**, which may include:
 - the registration of the User on the Website;
 - an agreement for which the User owes a payment to **Mijntoernooi.info**, concerning for example an annual subscription or the purchase of credits;
 - an agreement concerning additional Service Provision.
5. **Website**: every website exploited by **Mijntoernooi.info** on which these terms and conditions are published, also if the concerning website is made accessible through a website of the User or a third party.
6. **Web Space/Account**: the area of the Website, exclusively accessible for the User in the context of the Agreement using the user name and password, which the User can use to set up and manage tournaments and is able to share the concerning tournament information with other Users.
7. **Services/Service Provision**: any services to be provided by **Mijntoernooi.info** in the context of the Agreement, which is meant to include, but not necessarily limited to, and in the broadest sense of the word, the following:
 - answering questions pertaining to the use of the Website by the User;
 - providing explanation when it comes to the use of the Website;
 - assistance for setting up and/or managing tournaments.
8. **Content**: all information, which includes match, team, arbiter and other tournament information, which is uploaded by the User through their Account, and to the extent that this information is intended for this, is shared with other Users.
9. **Writing**: communication in writing, by email or any other way of communication which can be equated with this according to commonly prevailing opinion considering the state of the art of technology.

ARTICLE 2. | GENERAL PROVISIONS

1. These terms and conditions apply to each visit to and each use of the Website, each offer of **Mijntoernooi.info** to enter into an Agreement and each Agreement drawn up as such.
2. These terms and conditions apply while ruling out any terms and conditions of the User.
3. The provisions in these terms and conditions can only be deviated from expressly and in Writing. If and to the extent that the provisions in these terms and conditions deviate from what is expressly and in Writing agreed upon by the Parties, that which the Parties have agreed upon expressly and in Writing applies.
4. If **Mijntoernooi.info** does not always demand strict compliance to these terms and conditions, this does not mean that these terms and conditions do not apply or that **Mijntoernooi.info** loses the right to demand strict compliance of these terms and conditions in future cases.
5. Nullification or voidness of one or more of the provisions from these terms and conditions or the Agreement as such, does not affect the validity of the other provisions. In such a case the Parties are obligated to enter into joint consultation in order to find a replacement arrangement when it comes to the affected stipulation. For this purpose, the objective and the scope of the original provision is taken into account as much as possible.

ARTICLE 3. | OFFER AND FORMATION OF AGREEMENTS

1. Each offer of **Mijntoernooi.info** to conclude an Agreement is subject to confirmation. **Mijntoernooi.info** is never obligated to enter into an Agreement with the User.
2. The User cannot derive rights from an offer of **Mijntoernooi.info** which contains an apparent error or mistake.

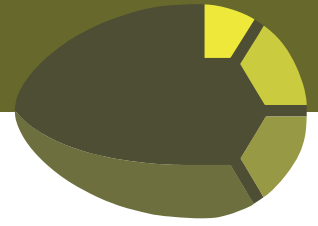
3. If the User would like to make use of the Website as tournament organiser, then he is required to register on the Website in the method indicated to do so. The concerning Agreement is established at the moment the registration of the User is confirmed by **Mijntoernooi.info** by email.
4. If an obligation for payment for the User is connected to the Agreement, then the Agreement is formed, without prejudice to the provision in paragraph 1, at the moment that the User has accepted the concerning offer of **Mijntoernooi.info** and the User has satisfied all conditions which are expressly specified in the offer, which in all circumstances includes paying the obligation for payment for the User related to the Agreement.
5. If the User concludes the Agreement on behalf of a different natural person or legal entity, then he states to have the competence to do so by entering into the Agreement. The User, in addition to this natural person or legal entity, is jointly and severally liable for the performance of the obligations following from this Agreement.

ARTICLE 4. | ABOUT MIJNTOERNOOI.INFO, INSTRUCTIONS FOR USE AND LIMITATIONS

1. Use of the Website is solely allowed for the apparent purposes for which the Website is provided for use to the User by **Mijntoernooi.info**. Registration on the Website is only intended for tournament organisers. The User who registers on the Website, guarantees that the Web Space is only used to set up and manage sports tournaments and to share the concerning tournament information with other Users, and certainly not to make use of it for improper purposes. If **Mijntoernooi.info** has a substantiated reason to assume that the User has registered on the Website for improper purposes, then **Mijntoernooi.info** is entitled to undo the registration of the User with immediate effect, without the User being allowed to assert any right towards **Mijntoernooi.info**.
2. **Mijntoernooi.info** does not have the means at its disposal to check the identity of registered Users and Content shared using the Website. In the event of suspicion of violation of the provisions in these terms and conditions by a registered User, the User can notify **Mijntoernooi.info** of this. **Mijntoernooi.info** will then do all that is within its possibilities in order to prevent this from happening again and if necessary remove the concerning Content and/or the concerning Account.
3. The User is not allowed to use the Website in any way for unlawful actions, committing criminal offences and/or for actions which are in violation with commonly prevailing moral standards and values. This is meant to include, but not limited to, infringing on intellectual property rights of **Mijntoernooi.info** or third parties, the unlawful and/or criminal distribution of secret or confidential information, the unlawful or criminal distribution of texts, which also includes racist statements and criminal data traffic.
4. The User refrains from obstructing other Users when it comes to the use of the Website, no matter the way in which this happens. The User will withhold from doing damage to the systems or networks which **Mijntoernooi.info** makes use of in the context of the exploitation of the Website. The User is prohibited to start processes or programs, whether or not through the systems of **Mijntoernooi.info**, which the User knows or can reasonably suspect that this impedes or brings damage to **Mijntoernooi.info** or other Users.
5. The User is liable for all activities which are performed by the User on the Website. The registered User is liable for all activities which are performed using the Account of the User. Such a User is obligated to keep their login information for access to their Account secret. All actions which are performed on the Account of the User are attributed to the registered User. Only the User is responsible for their conduct as well as for all Content which is uploaded through their Account and shared with other Users.
6. The User is not allowed to trace, use or collect login information of other Users of the Website.
7. The User is not allowed to obstruct or disrupt the operation of the Website or servers or network which **Mijntoernooi.info** makes use of for the exploitation of the Website, for example by sending worms, viruses, spyware, malware or other destructive or disruptive codes.
8. **Mijntoernooi.info** does not bear responsibility for Content which is uploaded and/or shared through the Website. The User uses the Website entirely at his own risk.

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- The registered User always guarantees that he is entitled to place the Content uploaded by him on the Website. The User therefore guarantees that uploading and sharing Content by him does not violate the rights of third parties.
- Mijntoernooi.info is not liable for the content of the Content shared using the Website by tournament organisers. Mijntoernooi.info can therefore also not guarantee that all tournament information as presented by tournament organisers is correct and complete. Only the tournament organiser is responsible and liable for this. The User who acts as tournament organiser, indemnifies Mijntoernooi.info of all claims of other Users in the matter.
- An infringement on the provisions in this article by the User gives Mijntoernooi.info the right to take all measures that it deems reasonable in the matter. In case of a registered User, Mijntoernooi.info is entitled to undo the registration of the User and to remove the Account of the User and all Content saved under it. In the event of a criminal act of the User, Mijntoernooi.info reserves the right to report this to the police.
- In the event that Mijntoernooi.info only takes the measure referred to in the previous paragraph, then Mijntoernooi.info is not liable for any loss suffered by any User whatsoever. In the event that the User, who is the target of such measures, owes a payment to Mijntoernooi.info pursuant to an Agreement, the User does not make a claim on refund or remission.

ARTICLE 5. | DURATION AND CONTENT OF AGREEMENTS

- The Agreement concerning the registration of the User on the Website is concluded as an open-ended agreement and is terminated at the moment the User communicated by email to Mijntoernooi.info that he wants to remove his Account. Mijntoernooi.info also has the right to terminate the Agreement in question, although only to the extent this is provided for in the other terms and conditions, as well as in the event that Mijntoernooi.info terminates the exploitation of the Website, no matter what the reason is for doing so.
- The Agreement concerning a paid subscription is concluded for the express agreed upon determined duration and is terminated by the lapse of this duration by operation of law. The Parties can subsequently agree to extend the subscription by express agreement. The User will then conclude a new subscription.
- Credits for use of certain functionalities of the Web Space remain valid for an unlimited amount of time. The credits can only be exchanged for the functionalities expressly specified upon purchase and can never be exchanged for money. The credits are, without prejudice to the provision in paragraph 1, valid for an unlimited amount of time.
- If Mijntoernooi.info terminates the exploitation of the Website, regardless of the reason why, then the User cannot assert any claim towards Mijntoernooi.info and there is no retention obligation resting on Mijntoernooi.info whatsoever when it comes to any Content of the User whatsoever, with the understanding that if the User has made a payment for a part of the Agreement not benefited from after termination of the exploitation of the Website, the User is eligible for a refund proportionally to the part of that Agreement not benefited from. The rule also applies that if the User has not redeemed outstanding credits for more than 12 months, this outstanding part is not eligible for payback if Mijntoernooi.info terminates the exploitation of the Website.
- For the duration of the Agreement, the registered User acquires a non-exclusive, non-sublicensable and non-transferable user right pertaining to the Web Space and programming under it which is provided for use to the User in order to set up and manage tournaments. Terminating the Agreement results in the termination of this user right.
- In case of a paid subscription, the User is eligible during its duration on the expressly stipulated functionalities of the Web Space in the context of the subscription. If the duration of the subscription has expired, then the User is only eligible for the basic functionalities of the Web Space which applies to the non-paying registered Users.
- An Agreement only provides for Service Provision if and to the extent that this is expressly agreed upon between the Parties. Mijntoernooi.info is never obligated to perform performances which fall outside of the content and/or scope of what the Parties have expressly agreed upon.
- In the context of any Service Provision, Mijntoernooi.info makes a best effort to observe the execution times to which it has committed towards the User,

however, these periods are never considered to come with strict deadlines. The default of Mijntoernooi.info does not commence before the User has put Mijntoernooi.info in default in Writing, with a notice of default in which a reasonable period for performance is specified, and after the expiry of the latter period Mijntoernooi.info is still in default when it comes to the performance.

- Mijntoernooi.info commits to provide any agreed upon Services to the best of its knowledge and ability, but this only obligates Mijntoernooi.info with a best efforts obligation in the matter.

ARTICLE 6. | PRICES AND PAYMENTS

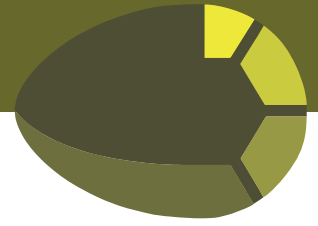
- Tournament organisers are considered to act in the capacity of a sports association and/or in the exercise of their professional activity, which is why when it comes to Agreements to which an obligation for payment for the User is connected, the right to dissolution (revocation right/time for reflection) as referred to in article 6:230o of the Dutch Civil Code does not apply on the Agreement.
- Payment when it comes to Agreements to which an obligation for payment for the User is connected, needs to occur upon entering into the Agreement, in one of the payment methods specified for this purpose by Mijntoernooi.info. Mijntoernooi.info is not bound to perform the concerning Agreement prior to the moment after the payment has been effected.
- With the exception of the provisions in article 5.4, the User can never claim a refund of any payment already made by him.

ARTICLE 7. | LIABILITY AND INDEMNIFICATION

- Tournament organisers determine which Content is uploaded and disclosed on the Website. Mijntoernooi.info is not obligated to check whether this Content is unlawful, incorrect, incomplete or misleading. The User cannot assume that Mijntoernooi.info approves of the Content on the Website. Mijntoernooi.info therefore does not accept any liability whatsoever for the Content uploaded and published by using the Website.
- The information specified by Mijntoernooi.info in instruction clips or otherwise listed on the Website is provided to the best of Mijntoernooi.info's knowledge and ability. However, Mijntoernooi.info is never liable for loss as a result of any unforeseen inaccuracies or incompleteness in relation to this information.
- Mijntoernooi.info is not liable for loss as a result of unauthorised use of login information of the User to access the Account of the User.
- Mijntoernooi.info commits to optimise the correct functioning and accessibility of the Website. However, Mijntoernooi.info cannot guarantee that the amenities of the Website are always continuously available and that all these amenities function without any issues. All liability of Mijntoernooi.info in the matter is ruled out.
- Mijntoernooi.info is always entitled to limit or expand the functionalities and/or design of the Website or parts thereof, with the understanding that the paying User is not limited in the use of the paid functionalities during the duration of the concerning Agreement.
- Mijntoernooi.info is at all times entitled to temporarily put the Website or parts thereof out of order if this is desirable due to maintenance, upgrades, dealing with defects, adjustment or improvement of the Website or servers of Mijntoernooi.info or third parties, at the discretion of Mijntoernooi.info. All liability of Mijntoernooi.info as a result of inaccessibility or reduces accessibility or usability of the Website or parts thereof is ruled out.
- Mijntoernooi.info is not liable for unexpected programming errors when it comes to the Website. Furthermore, Mijntoernooi.info, notwithstanding intent and deliberate recklessness on its part, is not liable for viruses or other harmful components which do damage to the hardware or software of the User by means of the Website or servers of Mijntoernooi.info or of third parties of whom the exploitation of the Website depends on.
- If the Website contains references, for example through the use of hyperlinks, to the websites or applications of third parties, then Mijntoernooi.info is never liable for the content of these Websites.
- Mijntoernooi.info attempts in all reasonableness to secure the Website and the other systems of Mijntoernooi.info against any type of unlawful use by third parties. However, Mijntoernooi.info is never liable for violation of (intellectual property) rights of the User by third parties.

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10. If despite the provisions in these terms and conditions there would still exist liability from Mijntoernooi.info towards the User, then this liability is limited to any price paid by the User in the context of the Agreement, that is up to that part of that Agreement to which the liability of Mijntoernooi.info is related. For loss in relation to the use of functionalities of the Website offered by Mijntoernooi.info to the User free of charge, Mijntoernooi.info is never liable, unless mandatory statutory legislation states otherwise.
11. The User is liable towards Mijntoernooi.info for any loss or damage caused by him as a result of a breach of the provisions in these terms and conditions, the spreading of viruses, worms et cetera using the systems of Mijntoernooi.info, as well as for loss or damage as a result of other actions which affect the proper functioning of the Website or parts thereof. Furthermore, the User is liable for all costs which Mijntoernooi.info has to incur as a result of such a circumstance, for example because of the need to put up a defence for the matter in or outside of court, or for having to make use of legal assistance.
12. If and to the extent that the User violates the provisions in these terms and conditions or any legal provision, the User indemnifies Mijntoernooi.info from all loss and damage following from this and from claims of third parties.

ARTICLE 8. | INTELLECTUAL PROPERTY/COPYRIGHT

All copyrights and other rights of intellectual property on the domain name of Mijntoernooi.info, the Website and parts thereof, which also includes the name "Mijntoernooi.info", the design, functioning, images and sound belonging to the Website, belong to Mijntoernooi.info or its licensors, to the extent that these rights are not related to the Content originating from the User. The User is prohibited to multiply the material on which the rights of Mijntoernooi.info or its licensors rest, or to change, in any way reproduce, provide to third parties, share, exploit or create works derived from it other than in relation to the normal use of the Website.

ARTICLE 9. | APPLICABLE LAW, COMPLAINTS AND DISPUTES

1. The Agreement and all other legal relationships existing between the User and Mijntoernooi.info are solely governed by Dutch law.
2. Before possibly bringing a case to the court, the Parties are obligated to make an optimal effort to settle the dispute in joint consultation. For complaints about the use of the Website and in relation to the Agreement as such, the User can contact Mijntoernooi.info. Complaints of the User about Mijntoernooi.info always needs to be submitted by email to Mijntoernooi.info, completely and clearly described, within a reasonable period after the User noted the reasons which gave rise to the complaint.
3. Complaints submitted to Mijntoernooi.info will be given a reply within a period of seven days after receipt. If a complaint requires a longer processing time, then an answer will be given within the period of seven days with a confirmation of receipt and an indication when the User can expect a more comprehensive answer.

ARTICLE 10. | PROCESSING AGREEMENT

1. In the context of the performance of Agreements, Mijntoernooi.info processed personal information at the behest of the registered User, for which Mijntoernooi.info, in the sense of the GDPR, is seen as the "processor" and the registered User as the "controller". The registered User who gave the task to Mijntoernooi.info to process the personal information, is designated in the remainder of this article as "Controller".
2. The processing of personal information by Mijntoernooi.info will only take place in the context of the performance of the Agreement and according to the instruction given implicitly or explicitly by the Controller. This means that the web application of Mijntoernooi.info especially discloses names of arbiters and sportspersons, whose information was uploaded by the Controller using the Web Space.
3. Mijntoernooi.info will not process the personal information for private purposes, except to the extent that there is a lawful reason for doing so, for example because permission from the involved person was acquired.
4. The Controller guarantees that his job in regards to processing personal information by Mijntoernooi.info is in accordance with applicable laws and

legislation and indemnifies Mijntoernooi.info of all claims of third parties in the matter.

5. Mijntoernooi.info takes suitable technical and organisational measures in order to protect the personal information to be processed against loss and any type of unlawful processing. These measures guarantee, taking into account the state of technical knowledge and the costs of implementation, a suitable security level considering the risks which the processing and the nature of the personal information to be protected involve. The measures are also intended to prevent unnecessary processing of personal information. The Controller has also adequately informed himself about the security measures that Mijntoernooi.info has taken and has ensured that these measures have a level which fits the nature of the personal information and the risks of the processing.
6. Mijntoernooi.info is allowed to make use of subprocessors for the processing of personal information. The Controller is allowed to object against the processing by a certain subprocessor if he believes to have substantiated reason to do so, in which case the Parties will attempt to find a solution in joint consultation. Subprocessors hired by Mijntoernooi.info are held to at least the same obligations related to the protection of personal information as those obligations which Mijntoernooi.info is held to as set out in this article.
7. Except to the extent the opposite follows from the nature or scope of the processing of the personal information, Mijntoernooi.info keeps the personal information to be processed secret and also obligates any employees, assistants and subprocessors to confidentiality as well.
8. Mijntoernooi.info will store the personal information on a server in the Netherlands. Transfer of personal information to countries outside of the European Economic Area (EEA) is allowed if the legal requirements in the matter have been satisfied. In such a case, Mijntoernooi.info will inform the Controller which country or which countries outside of the EEA is/are concerned.
9. It is the responsibility of the Controller to report a data breach to the supervisor and/or the involved people. The Controller is given the opportunity by Mijntoernooi.info to comply with this legal obligation by notifying the Controller within one working day after discovering the data breach, with reference to the nature of the data breach and, wherever possible, including the personal information categories, and categories of those involved, the moment when the data breach was noted, its possible consequences, the measures taken or proposed to solve the data breach and/or to limit any adverse consequences of it and the contact and contact information with Mijntoernooi.info for further correspondence pertaining to the data breach.
10. Once per calendar year and within a reasonable period, the Controller has the right to check the compliance of the provisions in this article by Mijntoernooi.info by an independent third party who is bound to confidentiality. Such a check only takes place after the Controller has requested the existing similar audit reports with Mijntoernooi.info, assessed these and given reasonable arguments that justify the initiated audit by the Controller. This is only considered as justified in the event that the existing similar audit reports with Mijntoernooi.info do not or do not sufficiently provide an answer about the compliance of the obligations of Mijntoernooi.info following from this article. The costs of the audit are at the expense of the Controller.
11. The findings following from an audit carried out at the initiative of the Controller will be assessed by Mijntoernooi.info and can be implemented at own discretion by Mijntoernooi.info.
12. In the event that an involved party puts in a request to Mijntoernooi.info to exercise his statutory rights, Mijntoernooi.info will notify the Controller of the request. The Controller will then further take care of the request.
13. The provisions in this article apply to the entire duration of the Agreement which the referred to processing of personal information by Mijntoernooi.info related to.