
General terms and conditions

1. Genral

(1) Soccer Challenge <http://www.soccer-challenge.at> is a leading online training platform and the successful founder of a new category in the team coaching market! Soccer Challenge is available on the Internet, on computers and on mobile devices. It offers an extensive and professionally organized coaching program with a personalized player database and corresponding statistics. Soccer Challenge entuses customers with a strong focus on quality and absolute customer orientation. The Soccer Challenge app stands out with its excellent design and its user-friendly interface. The Soccer Challenge platform is developed and run by Soccer Challenge, Daniel Blazanovic, Barichgasse 32, 1030 Vienna, Austria.

(2) The following Terms and Conditions are to ensure safe interactive communication for Soccer Challenge's users and customers. They regulate the contractual agreement between Soccer Challenge and the customer using the tele-media of Soccer Challenge and define the conditions of use of the services of Soccer Challenge and all the subdomains belonging to this domain and its mobile applications. The following terms and conditions, in their version at the time of purchase, apply exclusively for all business transactions between Soccer Challenge and the customer, including use or access outside Germany, Austria or Switzerland. When registering as a customer with Soccer Challenge, these terms and conditions are accepted and serve as an integral part of the contract. Differing customer terms will not be accepted. These terms and conditions are accessible in their respective valid version on the Soccer Challenge website and can be downloaded and saved as a PDF file at the last paragraph point.

2. Modifications to these terms and conditions

Soccer Challenge is authorized to make changes to these terms and conditions at any time. Soccer Challenge will only make changes for valid reasons, due to technical developments, changes of laws or similar equally applicable reasons. If a significant contractual impairment results between the parties due to the change, the change does not apply. Changes, in addition, require the customer's acceptance. Soccer Challenge agrees to notify and inform its members regarding changes, the possibility to object or cancel the contract, the acceptance period and the legal consequences, especially as concerns failure to object to the changes. Approval of the changes to the terms of use is considered granted one month after receiving the notification of changes without objecting to the changes or cancelling the contract. In the case of an objection to a change to the terms of use, the customer has the right to an extraordinary cancellation of membership.

3. Copyright

The content published within the framework of the offer (especially texts and images) are generally copyright protected. The distribution or any use or utilization of copyright protected contents without the permission of the corresponding holder of rights is prohibited. Personal, non-commercial use is permitted in the framework of the intended use of the offer. The users are permitted to access, save and print the contents for personal use, as far as this is not done directly or indirectly for making a profit.

4. Description of services

(1) Soccer Challenge provides its customers with an alternative soccer coaching method of competitive character on the website <http://www.soccer-challenge.at> and <http://app.soccer-challenge.at> presently by means of a free web app version. The customer, after registering, can

Soccer Challenge Online: Simple to create & easy to run this tournament. Immediate statistics. Free.
www.soccer-challenge.com/login

General terms and conditions

access all available time-limited additional services in the free version without subscription costs. User confirmation permits relevant files to be transferred to the Soccer Challenge website or shared with further social networks. The user acknowledges thereby to bear the costs of transferring files to the Soccer Challenge website incurred from mobile or internet providers.

(2) In addition, Soccer Challenge provides its customers with paid subscription services with extended functions and with various periods of validity. Services and prices for the subscription services can be found on the Soccer Challenge website <http://www.soccer-challenge.at>. All information regarding payment conditions can be found in point 15 of these terms and conditions. All prices and fees found on the website are to be understood – unless otherwise stated – in euros including the respective legal value added tax. For users residing in third states (i.e. states outside the European Union), the indicated amounts are to be understood as net prices.

(3) Soccer Challenge offers mobile applications (Soccer Challenge App) for iOS and Android devices. These applications can be used on smartphones or tablets as well as in connection with the Soccer Challenge website. With permission of the user, relevant data from the smartphone / tablet are transferred to the Soccer Challenge website or shared with further social networks. The user acknowledges thereby to bear the costs of transferring files from the smartphone or tablet to the Soccer Challenge website incurred from using mobile or internet providers. The mobile applications of Soccer Challenge can only be used if the Soccer Challenge app has been installed by the owner of the smartphone or tablet at the app store of the respective provider. The download and basic functions of the mobile application are free. Further usage, payment and general business terms of the mobile provider or app store also apply to the user.

5. Registration

(1) There are two ways to register: a.) Fill out the online registration form or b.) Transfer Facebook registration information using "Facebook Connect". Registering via "Facebook Connect" requires accepting that selected login data, which has already been verified on Facebook, can be used for the Soccer Challenge registration. This information can be edited later by the user in their personal profile. The user can log in to Soccer Challenge after registering by entering their email address (user name) and the password created or by using "Facebook Connect".

(2) The user is required to fill out the designated fields marked with " * " truthfully and correctly on the registration form. Changes to the information occurring after registration must be promptly updated in the user account under "My Settings".

(3) When registering, the user creates a user name (= email address) and a password to access Soccer Challenge (hereafter "account information"). User names which infringe on the rights of third parties, especially trademarks or rights to names, are prohibited. User names which are illegal or contrary to public decency are also prohibited.

(4) The user must keep account information confidential and keep access from unauthorized third parties. If account data is lost, or if it is determined or suspected that account information could be in use by a third party, this must be promptly communicated to Soccer Challenge. Liability will not be accepted by Soccer Challenge for damages caused by third parties obtaining account information. Soccer Challenge will never ask for a user's password.

General terms and conditions

(5) By submitting the information on the registration form, the user accepts the user contract with Soccer Challenge for the use of its platform. Soccer Challenge reserves the right to refuse the registration of a user without giving reasons. As soon as Soccer Challenge receives the offer for the registration of a user, the user receives a confirmation email with an activation link. The user contract between Soccer Challenge and the user of the platform is concluded by clicking the activation link.

(6) Users must have full legal capacity to use the platform.

6. Conclusion of the contract

Ordering Soccer Challenge subscription services requires payment and can only be performed on <http://www.soccer-challenge.at>. The contract for use of Soccer Challenge is concluded remotely and electronically between Soccer Challenge and the customer. The contract is concluded for an indefinite time, unless otherwise stated elsewhere in these terms and conditions. The request can only be submitted and transferred if the customer confirms the field at the end of the ordering process "I accept the terms and conditions, right of withdrawal (withdrawal policy) and the privacy policy", accepting these contractual terms and thereby the request for a sales contract being accepted. The Soccer Challenge subscription services are available to the customer after receiving the activation confirmation. Soccer Challenge is authorized to refuse registration of subscription services without giving reasons.

7. Prices, delivery fees

(1) All prices and fees found on the website are to be understood – unless otherwise stated – in euros including the respective legal value added tax. For users residing in third states (i.e. states outside the European Union), the indicated amounts are to be understood as net prices.

(2) The purchase price is due immediately at conclusion of contract. The customer can pay the purchase price by credit card, bank transfer or Paypal.

(3) Soccer Challenge retains ownership of the product until complete payment has been made.

8. Modification or setting of offer / prices

Soccer Challenge reserves the right to change or cancel partially or completely, temporarily or permanently, the availability of an offer, without giving special notification. Users are not entitled to make claims against Soccer Challenge due to these changes.

9. Legal obligations of the customer / forum rules

a. Obligations

The customer agrees to use Soccer Challenge subscription services for private use only. Using Soccer Challenge directly or indirectly for commercial uses, especially (i) in a different commercial business in the area of sports, health, fitness, or similar (ii) for advertising products or services or serving goals of other organizations or companies of any kind is – unless contractually stipulated – prohibited and constitutes an abuse of Soccer Challenge. A contractual penalty will be imposed for every violation of this kind in the amount of EUR 6.000,-. In the case of a violation against (i), a contractual penalty in the amount of EUR 6.000,- for each day of the violation is stipulated. The right to assert a compensation claim remains unaffected.

General terms and conditions

b. Content and messaging

(1) It is prohibited to publish contents or forum comments of the following kind on Soccer Challenge:

- Offensive contents of all kinds.
- Defamatory or slandering comments against other members, Soccer Challenge or their partners.
- Public request to delete contents, comments or members.
- Quotations from private emails/instant messages from other members, Soccer Challenge or its partners (= violation of privacy of correspondence).
- Advertising for competing internet sites.
- Following commercial interests as well as political or ideological objectives (especially using symbols or signs and signature petitions, calls for expressing views, gatherings, etc.).

Additionally prohibited in the framework of communications (e.g. instant messages, email):

- Spam, including all messages from which can be reasonably concluded that these would be unwanted by the recipient.

(2) The [community rules](#) must be kept at all times.

(3) Soccer Challenge is authorized to refuse to submit, modify, block or remove entries and other information which violate the terms of use. Members have no right to submit or use content, entries or other information, remove a block or replace previously removed content, entries or other information.

(4) Soccer Challenge reserves the right to temporarily or permanently block user access in the case of violations or to delete illegal content without giving reasons, as soon as it is made aware of it. This is especially applicable if authorities and/or other third parties take measures of any kind against Soccer Challenge or its customers and these measures are based on the claim of illegality and/or a legal violation. The blocked member is prohibited to register under a different account or to use the platform in any way. Soccer Challenge reserves the right to take legal steps and/or assert claims (especially compensation claims) against the member.

10. Warranty, liability

(1) Generally, the statutory warranty rights apply.

(2) Customer claims for damages are excluded. Excepted from this are damage claims from customer injury to life, body or health or from breach of material contractual obligations as well as liability for other damages based on deliberate or gross negligence by Soccer Challenge, its legal representatives or agents. Material contractual obligations are such which are necessary for fulfilling the objectives of the contract.

(3) Soccer Challenge is only liable for foreseeable damages resulting from breach of material contractual obligations typical for this type of contract, if these were simply caused by gross negligence and are concerning customer compensation claims based on injury to life, body or health.

General terms and conditions

(4) The limits of paragraph 1 and 2 also apply with respect to legal representative agents of Soccer Challenge if claims are raised directly against them.

(5) The provisions of the product liability law remain unaffected.

(6) Soccer Challenge cannot guarantee that the subscription services of Soccer Challenge meet the expectations of the customer and especially cannot guarantee success using the subscription services of Soccer Challenge. Using the subscription services of Soccer Challenge is performed explicitly at the customer's own risk. Soccer Challenge assumes no liability for the risks resulting from the use of their subscription services. Information or program functions of the website do not replace in any way medical, nutritional, psychological or sport science supervision. The contents do not replace medical examination or treatment. No medical advice is being made. Personal responsibility is upheld, i.e. all information and services are used at the user's own risk.

(7) Soccer Challenge is not liable to the effect that the software being used is error-free or that the Soccer Challenge website is available at all times. Soccer Challenge can cause interruptions or changes in code, etc., while carrying out tests.

(8) Soccer Challenge assumes no liability for the availability of third party services, unauthorized password access by third parties, third party fraud using false identities, as well as the results of unauthorized password access.

11. Information regarding data processing

(1) Soccer Challenge collects customer data in the course of processing contracts with customers. Legal regulations are carefully observed in this process. Soccer Challenge will only collect, process or use inventory data and usage data of the customer as far as it is necessary for handling the contractual relationship.

(2) Without the consent of the client Soccer Challenge will not use the client's data for the purpose of advertisement, market or opinion research.

(3) The customer can view and change their saved data at any time in their profile using the button "User Settings". If the customer would like to delete their data, this can be done by sending an email request to support@soccer-challenge.at. In addition, further information regarding data collection, processing and use and customer consent is referred to in the privacy policy which can be accessed on the Soccer Challenge website at any time by using the link [privacy policy](#).

12. Availability, changes, interruption, suspension of services

(1) The Soccer Challenge website is available for the customer generally 24 hours a day. Limits or interruptions can occur in the event of force majeure, as well as during necessary maintenance work or repairs.

(2) Soccer Challenge will endeavor to provide uninterrupted access to its service. Although utmost care is taken, downtimes cannot be ruled out, due to maintenance work and software updates, as well as times in which service, due to technical or other problems lying outside the influence of Soccer Challenge (force majeure, third party faults, etc.) occur. The service description limits in advance, therefore, complete access to all services due to negligible impairments.

Soccer Challenge Online: Simple to create & easy to run this tournament. Immediate statistics. Free.
www.soccer-challenge.com/login

General terms and conditions

(3) In order to fully utilize the service of Soccer Challenge, the customer must use the latest (browser) technologies or allow them to be used on their computer (e.g. enabling Java Script, cookies). If using older or non-conventional technologies, it is possible that the service of Soccer Challenge can only be used in a limited extent.

(4) Soccer Challenge reserves the right to suspend services if further providing of the service is unreasonable due to technical, commercial or operational reasons. Soccer Challenge will inform the customer in an appropriate way.

(5) If an overuse of resources (data transfer) is caused by a user, Soccer Challenge reserves the right to limit the access of the user to an average level.

(6) In the case of a permanent suspension by Soccer Challenge, point 2 is valid (modification of terms and conditions) in these terms and conditions. Furthermore, the customer shall not be entitled to make claims for damages or warranties.

13. Independent content providers

(1) Third parties offering their services on the Soccer Challenge website are designated as "ICPs" (Internet Content Providers). Services provided by an ICP can be subject to additional conditions and can be subject to a charge.

(2) The user is required to inform themselves concerning the general terms and conditions and prices of the services of an ICP before using these services. Soccer Challenge merely makes the platform available for such transactions. Therefore the contract for ICP services is solely between the ICP and the user. Soccer Challenge is not a contractual partner and therefore assumes no responsibility for such contracts. Soccer Challenge is also not a representative of the ICP seller.

(3) Soccer Challenge accepts no responsibility for the correctness and reliability of information, opinions or other notifications of the ICP.

(4) Soccer Challenge also accepts no responsibility for advertising of third parties on the Soccer Challenge website or in connection with services of Soccer Challenge as well as no responsibility for offers that are contained in these advertisements.

14. Length of contract, termination of contract

(1) The contract for use of Soccer Challenge subscription services is concluded for an indefinite period. Cancellation of paid membership is possible within a 14 day cancellation period at the end of the minimum contract duration. It is only in affect if it is done with explicit declaration in text form by email to support@soccer-challenge.at. The cancellation notice must contain the email address and name of the customer for unambiguous association.

(2) The contract for using the free version ends as soon as a cancellation is received. This must be sent in text form by email to support@soccer-challenge.at.

(3) A minimum contract duration is agreed upon with the customer, in which the customer – as far as not contrary to binding law – is not entitled to an ordinary termination of contract. Ordinary termination of contract by the customer is only possible in this case by keeping the cancellation period according

Soccer Challenge Online: Simple to create & easy to run this tournament. Immediate statistics. Free.

www.soccer-challenge.com/login

General terms and conditions

to paragraph 1 for expiration of agreed minimum contract durations. If the customer does not cancel their Soccer Challenge subscription within the prescribed period, the Soccer Challenge subscription is automatically renewed by the contract duration agreed upon.

(4) The right to an extraordinary termination for good reasons remains unaffected. One such reason especially reserved by Soccer Challenge is the delay of payment for over one month. Soccer Challenge reserves the right in such cases to block the customer from using Soccer Challenge subscription services and to terminate the contract immediately.

(5) When contract termination is in effect, the profile content and data saved on the servers of Soccer Challenge on behalf of the client will be deleted. Soccer Challenge does not assume any liability for the data deleted in the course of a contract termination.

(6) If the contract relationship was terminated by extraordinary termination by Soccer Challenge or by mutually agreed cancellation before expiration of the minimum contract duration, the remaining charges for the time between contract cancellation and the end of the minimum contract duration must be made after ending the contract relationship. The remaining charges – as far as nothing else was agreed upon – are the one time charges which apply to this time period / the monthly charges. The amount of the one time charge / the monthly charges – as far as nothing else in the Payment Conditions or individual agreements were made – is applied using the time of termination of the contract relationship.

15. Payment terms

(1) Calculation of charges for the subscription services is applied monthly on the day of registration or one-time at the time of registration. The payment for Soccer Challenge subscription services can be made by credit card, PayPal or direct payment (bank transfer, standing bank order, direct debit/debit order) as well as other methods, as appropriate.

(2) Cost for internet access and the use of the Internet is born by the customer (e.g. DSL access, cable internet, mobile internet access) and is not part of the Soccer Challenge service.

(3) When paying by credit card, the customer is required to ensure that the credit card is not blocked or expired, otherwise costs resulting from delayed payment are born by the customer and are considered delay of payment in the Terms and Conditions. Soccer Challenge assumes that credit cards used by the customer will be renewed before expiration. The customer is required to promptly notify Soccer Challenge concerning the cancellation of credit card contracts as well as changes to credit card data.

(4) When paying by direct debit, the customer is required to reimburse all costs arising from a direct debit not being cleared or return charges (e.g. from insufficient coverage of an account or a return debit charge by the user). For this reason Soccer Challenge is authorized to charge the customer processing fees incurred (e.g. a flat bank fee, in the amount of EUR 8,- incl. VAT). The customer is permitted to furnish evidence that such costs were not incurred by Soccer Challenge or considerably lower costs were incurred as the set flat fee.

General terms and conditions

(5) When paying by independent bank transfer (bank transfer, standing bank order), the following bank details apply:

Bank: Easy Bank AG
Account name: Daniel Blazanovic
Bank code: 14200
Account number: 20015136449

IBAN: **AT621420020015136449**
BIC/SWIFT: **EASYATW1**

(6) After receiving your payment, an invoice will be sent by email.

(7) Should the monthly payments or one-time fees not be transferred due to transaction problems, return charges or non-payment, Soccer Challenge will set a 14 day period for payment to be settled. If payment is not made by the end of this period, Soccer Challenge is authorized to block access to Soccer Challenge subscription services for a further 14 day period. Blocking access to Soccer Challenge subscription services is not equivalent to ending the contractual relationship and is not exercising the right of withdrawal on the part of Soccer Challenge. The user expressly retains the right to ordinary cancellation of the subscription services of Soccer Challenge during the blocking of access if no renewal of the contractual relationship is desired. The right to claim further compensation and the (extraordinary) termination of contract by Soccer Challenge due to continued delay of payment remain unaffected. Soccer Challenge will reactivate access to subscription services as soon as payments of the outstanding payments are transferred to the Soccer Challenge account. Soccer Challenge reserves the right to assign the open claims to a collection agency in the case of non-payment.

16. Final provisions

(1) Law of the republic of Austria applies to contracts between Soccer Challenge and the customer. Austrian law exclusively applies. Place of jurisdiction is Vienna, Austria.

(2) The contract remains binding even in the case that individual points are legally invalid. Legal provisions, so far as they exist, replace the invalid points. If this, however, presents an unreasonable hardship for one of the parties of the contract, the contract will be considered invalid as a whole.

(3) The contractual language is German.

General terms and conditions

17. Service provider information / legal information

Soccer Challenge
Daniel Blazanovic
Barichgasse 32, 1030 Vienna, Austria

VAT ID: ATU 69041547
Tel.: +43 699 174 663 35
Email: office@soccer-challenge.at

Headquarters: Vienna
Legal form: Sole proprietorship
Inspectorate by ECG: Administrative district authority for the 3rd district
Association membership: Member of WKÖ, specialized advertising and market communication group
Trade law regulations: Trade regulation act / <http://www.ris.bka.gv.at>

Media owner, editor and publisher: Soccer Challenge
Owner: Daniel Blazanovic
Address: Barichgasse 32, 1030 Vienna, Austria

18. General terms and conditions for downloading

If you would like to permanently save these terms and conditions on a storage device, a free PDF file is available for download. Please consult the directions of your browser software for information regarding saving files if needed. A special program such as the free Acrobat Reader or a similar program which handles PDF files may be needed to open a PDF.