

1. General Provisions

This User Agreement (hereinafter referred to as the Agreement) is a public offer and defines the terms of use by the Users of materials and services posted on the website on the Internet at **www.sportmaster.com**. (hereinafter referred to as the Website).

This Agreement applies to all information that Sport & Fashion Pte Ltd (“Sportmaster”) can obtain about the User during his use of the Website (hereinafter referred to as the Services). All currently existing Services, as well as any development and/or addition of new ones, are the subject of this Agreement.

2. Terms and Concepts Used in this Agreement

The Website is a resource located on the Internet at **www.sportmaster.com**, which may contain or directly contains files, information, software, illustrations, photographs and similar files that are objects of copyright, trademark or service mark, or which are subject to other identical or related rights of Sportmaster and Website Users.

Personal information is information that the User provides about himself/herself in the process of using the Website and/or when registering (creating an account), including, but not limited to, the User's personal data.

Personal data allowed by the personal data subject for distribution is personal data, access to which is provided to an unlimited number of persons by the personal data subject by giving consent to the processing of personal data allowed by the personal data subject for distribution in the manner prescribed by the Singapore Personal Data Protection Act 2012.

User is an individual who uses the services of the Website, certain functions of the Website, the author or a person (copyright holder) who owns exclusive copyright, related and other rights to use the Materials/Images.

3. Right to Use Materials/Images

1. Materials are objects of copyright, including, but not limited to, illustrations, drawings, photographic works and other works obtained in ways similar to photography, captured and reproduced both on traditional and electronic and other media, posted by the User on the Website in the comments to the Product, incl. through hashtags in the social network account owned by him, in respect of which the User received a Request for Grant of Rights use under the terms of the Agreement.
2. Images are images of people (including their photographs or works of fine art in which they are depicted), posted by the User on the Website in the comments to the Product, incl. through hashtags in the social network account owned by him, in respect of which the User received a Request for the right to use under the terms of the Agreement.
3. The right to use the Materials is the right of the Company to perform the following actions: to publish, reproduce, make available to the public, publicly display, process, distribute the Materials or any part thereof on any media in any material form and in any way, including on the Internet.
4. The right to use the Images is the right of the Company to perform the following actions: to publish, reproduce, make available to the public, publicly display, process, distribute the Images or any part thereof on any media in any material form and in any way, including on the Internet.
5. Request — a request from the Company to grant the User the right to use the Materials/Images, sent to the User by means of a message in the "Comment" field to the Material/Image, which is an offer of the Company (offer) to conclude the Agreement.
6. The right to use the Materials/Images is considered to be granted to the Company from the moment the User performs actions on the Acceptance.
7. All objects available through the Website, mobile application, including design elements, text, graphics, illustrations, videos, computer programs, databases, and other objects, as well as any content posted on the service, are subject to the exclusive rights of the Company, Users and other copyright holders, respectively.

8. The use of the content, as well as any other elements of the Website, mobile application is possible only within the functionality offered by the Website. No elements of the content of the services, as well as any content posted on the Website, in the mobile application, may be used in any other way without the prior permission of the copyright holder. Use means, among other things: reproduction, copying, processing, distribution on any basis, display in a frame, etc.
9. The User has no right to transfer, sell, publish, move, reproduce, modify or remake the materials of the Website, mobile application, Kiosk or use them in any other similar way, either in part or in whole, except for the written permission of Sportmaster LL for these actions. The use by the User of elements of the content of services, as well as any content for personal non-commercial use, is allowed provided that all signs of copyright protection, related rights, trademarks, other notices of authorship are preserved, the name (or pseudonym) of the author/title of the copyright holder is preserved unchanged, and the relevant object is preserved unchanged. The exception is cases directly provided for by the current legislation of the Russian Federation.
10. The User is prohibited from reproducing, distributing, processing for commercial or non-commercial purposes the elements of the Website, mobile application, Kiosk, which are objects of copyright in the absence of the permission of the relevant copyright holders to perform these actions.
11. From the moment the User performs actions on the Acceptance, the User grants the Company the Right to use the User's Materials and Images, as well as minors, whose legal representative he is, in all countries of the world for the entire duration of the exclusive right, and also expresses his full and unconditional consent to the use of the Images by the Company for the purpose of publication and further use of the Materials and Images by the Company on the Website, in the mobile application in order to attract the interest of potential buyers to the Company, to the range of products, as well as to increase consumer demand for goods. The method of use of the Materials and Images includes, but is not limited to: reproduction in any material form, making available to the public, public display, processing, distribution on any media and in any way, including on the Internet, or use in any other way of the Materials and Images in whole or in fragments, including anonymously, i.e. without specifying the User, copyright holder, depicted citizen, pseudonym of these persons.
12. A non-exclusive license for the right to use the Materials and consent to the publication and further use of the Images is granted by the User to the Company free of charge.
13. The Company has the right to independently decide on the use or termination of the use of the Materials/Images, has the right to publish the Materials/Image on the Website at any time after the User's Acceptance, and also has the right to stop using the Materials/Image at any time and remove them from the Website. All risks associated with the publication of Materials/Images on the Website are borne by the User
14. The User agrees that the Company has the right to place advertising banners and ads on the pages of the Site that contain Materials and Images received from the User
15. The User cannot independently delete the Materials and Images published on the Website.
16. The Company has the right to remove previously posted Materials and Images at any time at its sole discretion and without explanation and prior notice.
17. The User is solely responsible for the Materials and Images that the User provides to the Company under this Agreement.
18. If the Image of a citizen is obtained or used in violation of the current legislation of the Russian Federation, then this citizen, the User, the copyright holder of the Materials and the Image has the right to demand the removal of this image.
19. The User agrees that the Materials and Images are posted on the Website in the public domain for viewing by an unlimited number of persons who have access to the Website.
20. Responsibility for unauthorized copying of Materials and Images, for illegal use of Materials and Images published on the Site is borne by the persons who committed this act.

4. Warranties and Liability of the User

1. By accepting the terms of this Agreement, the User declares and warrants that he/she is the author of the Materials/copyright holder of the Images and/or is duly authorized by the relevant authors/copyright holders to grant the Company the Right to Use the Materials/Images, that he/she has all the necessary permissions from the authors of the Materials and the persons depicted in the photos to

grant the Company the right to use the Materials/Images, and that the User does not have any obligations to third parties (including authors/other copyright holders of the Materials and/or persons depicted therein) that prevent and/or make impossible the lawful use of the Materials/Images

2. The User guarantees that he is the proper copyright holder of the Materials and Images or has received permission from its copyright holder and from the depicted citizen to publish and use the image in the ways and on the terms specified in this Agreement, and in the event of the death of the depicted person, the copyright holder - the consent of his children, surviving spouse, and in their absence - with the consent of parents.
3. The User guarantees that the User and the citizen depicted in the Materials are of legal age or the legal representative of a minor depicted in the Materials.
4. The Materials and Images transmitted by the User must not: violate the current legislation of Singapore and the legally protected interests of third parties; to contribute to the incitement of religious, racial or ethnic hatred; be obscene or offensive, contain scenes of violence, advertise drugs, be pornographic and violate the rights of minors; violate the copyright and related rights of third parties; contain explicit commercial advertising of the trademark on the product that is not the Company's product.
5. The User shall not use the Services and the Website for:
 - committing actions that lead to disruptions in the normal operation of the network;
 - uploading material that is illegal, harmful, threatening, containing viruses or other computer code, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access;
 - infringement of the rights of minorities.
6. The User is solely responsible and considers the Company to be free from damage/loss for claims of third parties made in relation to the Materials/Images and their content. In the event of claims against the Company in relation to the Materials/Images and their content by any third parties, the User undertakes to settle such claims and/or lawsuits independently and at his own expense or to compensate the Company for losses caused by the presentation of such claims in full.
7. The Company has the right to take measures not prohibited by law to protect its own intellectual property rights in relation to the Website.
8. In case of violation of the Agreement by the User, the Company reserves the right to temporarily restrict the User's access to the Website, and in case of gross and/or repeated violation of the Agreement, to deny access to the Services and the Website, mobile application (permanent ban).
9. The User shall be solely responsible to third parties for his/her actions related to the use of the Website, including if such actions lead to a violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Website.
10. The validity of this Agreement in terms of guarantees and liability of the User is indefinite.

5. Information about Cookies

1. What are cookies and what does the Company use them for?

Cookies are small text files placed on your computer's hard drives when you visit a website, designed to improve the performance of websites and to provide the website owner with information about your preferences. The use of cookies is a standard practice for most websites at the moment. Most browsers allow you to view and manage cookies, as well as refuse to receive cookies and delete them from your device's hard drive.

How long are cookies stored on your device?

The Company uses the information contained in cookies only for the purposes specified above, after which the collected data will be stored on your device for a period that may depend on the type of cookie in question, but not exceeding the period necessary to achieve their purpose, after which they will be automatically deleted from your system.

When you first visit the Site, your consent to the use of cookies may be requested. If, after you have approved the use of cookies, you want to change your mind. You can do this by deleting the cookies stored in your browser (usually in your browser settings). After that, a pop-up window asking for your consent may be displayed again, and you can make a different choice. If you refuse the use of cookies,

this may result in the fact that some functions of the Site will not be available to you and will affect your ability to use the Site. You can also change your browser settings to accept or reject by default all cookies or cookies from certain sites.

2. The structure of cookies, their content and technical parameters are determined at the discretion of the Company and may be changed without prior notice to the User.

6. Liability

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Information on this Site may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. The Company may also make improvements and/or changes in the products and/or programs described in this information at any time without notice.

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7. Disclaimer

The Materials on the Website may contain inaccuracies and typographical errors. The Company does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Website. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site. The Company may make any other changes to the Site, the materials and the products, programs, services or prices (If any) described in the Website at any time without notice.

The Website, the information and materials on the Website, and the software made available on the Website, are provided "As Is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose, some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you.

8. Territorial Use of the Site

This Site is controlled and operated by us from our office in Singapore and is intended for use solely in Singapore. We make no representation that this Site, or the materials, are appropriate for users outside of Singapore. Those who choose to access this Site from other countries do so on their own initiative and are responsible for compliance with all laws in that country, if and to the extent that such laws are applicable.

9. Changes to the Terms of Use

We may change the Terms of Use without individualized notice. Continued use of the Site after the change in the Terms of Use will constitute acceptance of the then current Terms and of Use.

10. Governing Law

These Terms of Use shall be governed and construed in accordance with laws of Singapore.