

TERMS AND CONDITIONS – FOOTBALL PATH X

FPX SOLUTIONS E.U.

LAST UPDATED ON SEPTEMBER 13, 2024

FPX Solutions E.U., a company based in Vienna, Austria, developed and owns the Football Path X website and its corresponding web applications and mobile applications (collectively, the “**Mobile App**”). The Mobile App serves as a social, learning, scheduling and tracking platform intended for football and/or soccer players, coaches, scouts and clubs.

These Terms and Conditions shall come into effect on September 13, 2024.

1. DEFINITIONS

In these Terms and Conditions, the following capitalized terms shall have the meanings set forth below, unless the context suggests otherwise:

“**FPX Solutions**” shall refer to FPX Solutions E.U., the company that developed and owns the Mobile App.

“**Content**” shall refer to all information, data, images, trademarks, logos, and content published on the Mobile App which is owned by FPX Solutions.

“**Services**” shall refer to all services offered on the Mobile App. Services shall include, without limitation, (i) creating a public profile on the Mobile App, (ii) viewing public profiles on the Mobile App, (iii) scheduling games and training sessions, (iv) tracking progress, (v) adding statistics for each game or training.

“**Subscription**” shall refer to a subscription available for purchase on the Mobile App, thereby granting access to premium features and Content.

“**Terms and Conditions**” shall refer to the latest version of the present *Terms and Conditions* and includes any and all amendments, modifications and supplements made thereto from time to time.

“**Third Party Sites**” shall refer to third party websites, sites, applications and links shared on the Platform.

“**User Account**” shall refer to the account created by a User on the Mobile App.

“**Users**” shall refer to all users of the Mobile App, and each individual user of the Mobile App shall be referred to as a “**User**”.

“**User Content**” shall refer to all content, images, videos, and other media published on the Mobile App by a User.

2. APPLICABILITY

The present Terms and Conditions shall govern the usage of the Mobile App, and provide the terms upon which FPX Solutions shall offer, deliver and provide the Services.

These Terms and Conditions shall apply to all Users upon their initial access, download, and usage of the Mobile App and upon consumption of the Services. By downloading the Mobile App and using the Services, Users agree to comply with and be bound by these Terms and Conditions in full, as though Users manually signed them.

Further, upon downloading, accessing and/or using the Mobile App, Users agree to be subject to and governed by these Terms and Conditions and any other rules or policies FPX Solutions implements, each of which shall be deemed to be incorporated into these Terms and Conditions by reference. FPX Solutions reserves the right to update these Terms and Conditions and other related policies from time to time, at its sole discretion.

FPX Solutions shall not be bound by any third party terms or policies, unless explicitly stated otherwise.

3. ACCEPTANCE OF THE TERMS

These Terms and Conditions constitute a binding and enforceable agreement between Users and FPX Solutions. As such, Users are encouraged to review these Terms and Conditions prior to using the Mobile App to ensure their full compliance therewith. FPX Solutions further suggests that Users review these Terms and Conditions every so often to ensure familiarity and compliance with the latest version.

Users shall be required to act with integrity, in accordance with applicable laws, standards and the obligations set forth in these Terms and Conditions and FPX Solutions' policies, including but not limited to its Privacy Policy, as published on the Mobile App. If a User does not agree with any part of these Terms and Conditions, the User's sole and exclusive recourse shall be to refrain from using the Mobile App.

4. ELIGIBILITY

To be eligible to use the Mobile App and benefit from the Services, each User must meet the following eligibility criteria:

- (i) The User is at least eighteen (18) years of age or the age of majority in the User's country of residence, if such age of majority exceeds eighteen (18) years. Notwithstanding the foregoing, the Mobile App may be used by minor Users, provided the minor Users obtain their parent or legal guardian's consent and use the Mobile App under their strict supervision, as per these Terms and Conditions.
- (ii) The User's usage of the Mobile App and receipt of the Services shall comply with all applicable laws and regulations.
- (iii) The User is not subject to any restrictions that would prevent the User from using the Mobile App and/or receiving the Services.

5. UPDATES TO THE TERMS AND CONDITIONS

FPX Solutions may modify, amend, update or change these Terms and Conditions at any time at its sole discretion. The most recent version of these Terms and Conditions shall be published on the Mobile App and rendered available for review. For reference purposes, the date of the latest update of the Terms and Conditions shall be specified in the header.

Any updates to these Terms and Conditions shall be effective as of their publication on the Mobile App. Any usage of the Mobile App following the publication of any updates to these

Terms and Conditions shall constitute Users' acceptance of the updated Terms and Conditions.

6. MINOR USERS

The Mobile App may be used by Users who are four (4) years old or more, however, all minor Users must use the Mobile App exclusively with their parent or designated legal guardian. Minor Users may not make a purchase on the Mobile App, or publish User Content on the Mobile App, except with their parent(s) or legal guardian's knowledge, approval and consent. Parents or legal guardians of minors shall be responsible for overseeing and approving their child's usage of the Mobile App, including purchases made and User Content published.

In compliance with applicable laws, each minor User shall be represented by the minor User's parent or lawful guardian for purposes of the Mobile App. Accordingly, the minor User's parent or legal guardian shall enter into these Terms and Conditions acting in the capacity of the minor User's parent, legal guardian and manager. The minor User's parent or legal guardian shall be responsible for ensuring all obligations in these Terms and Conditions are fulfilled by the minor User and shall handle all User Content and financial matters on behalf of the minor User and for the minor User's benefit.

The minor User's parent or guardian shall assume full responsibility for ensuring the minor User complies with all the Terms and Conditions and policies applicable to the Mobile App. As such, the minor User's parent or guardian shall oversee the minor User's usage of the Mobile App, publication of User and purchase of a Subscription, as applicable. Any User Content generated by the minor User and any financial transactions involving the minor User relating to the Mobile App shall be handled and managed by the minor User's parent or legal guardian. The minor User's parent or legal guardian shall be responsible for any issues or breaches arising out of the minor User's usage of the Mobile App, including but not limited to legal compliance.

FPX Solutions complies with applicable laws regarding minors' access to online services, including but not limited to COPPA (the Children's Online Privacy Protection Rule) and certain provisions of the GDPR (General Data Protection Regulation).

7. SERVICES

By using the Mobile App, Users shall gain access to a wide array of Services. Such Services shall allow Users to create a public profile on the Mobile, which may be viewed by other Users, such as football players, soccer players, coaches, scouts and clubs. Alternatively, Users may also browse public profiles and search for Users on the Mobile App.

As part of the Services, Users may schedule games and training sessions. Users may also track their progress using the Mobile App and include statistics for games and training received. Unless otherwise indicated, the Services are provided free of charge on the Mobile App. Certain premium features and/or additional Services may require a Subscription, and be subject to the payment of Subscription fees.

7.1 PUBLIC PROFILES AND LISTS

The Mobile App shall include a searchable list of players, coaches, clubs and scouts. Users may search for a particular User, or may gain access to such list in full, at Users' discretion. When searching for a particular User, the User's public profile shall appear.

A User may opt to have their profile made private on the Mobile App. As such, a User may choose to make its profile private within the Mobile App by adjusting the applicable privacy settings.

Subject to the privacy settings chosen by the User, a searchable list of players, coaches, clubs, and scouts shall be accessible to all Users of the Mobile App. Each User shall benefit from the ability to search for and view the profiles of other players, coaches, clubs, and scouts.

To protect Users' privacy, FPX Solutions shall ensure that not all information provided by a User is publicly available. For example, while a User's date of birth may be collected, only the User's age shall be displayed on the User's public profile on the Mobile App. Additionally, contact information, such as phone numbers and email addresses, shall remain private and accessible solely to the User who owns the profile.

The Mobile App may, in the future, implement functionality allowing Users to further customize which information is visible publicly on the Mobile, and determine specific visibility settings based on the categories of viewers.

7.2 NOTIFICATIONS

By using the Mobile App and the Services, Users may by default receive push notifications from the Mobile App on their devices. The push notifications shall consist of reminders and notifications of contacts, ratings, comments and updates from other Users. Users shall have the option of disabling push notifications on the Mobile App.

7.3 USER CHATS

The Services shall include a chat feature, whereby Users may chat, exchange and interact via the Mobile App. All interactions between Users using the chat feature must be respectful, and compliant with applicable laws and these Terms and Conditions.

Minor Users may not be contacted using the chat feature. Instead, to protect their privacy, minor Users shall only be permitted to chat within their club. As such, solely team members, a coach and other club members may contact minor Users directly on the Mobile App.

FPX Solutions reserves the right to access communications between Users to verify that such communications comply with these Terms and Conditions. FPX Solutions may implement sanctions if the communications breach or violate these Terms and Conditions.

8. USER CONDUCT

Users shall be responsible for all acts and omissions relating to their usage of the Mobile App and the Services provided thereon. Users agree to not engage in unacceptable use of the Mobile App and the Services. It is strictly prohibited to use the Mobile App to perform any of the following acts:

- Breach any applicable law, regulation or policy;
- Damage, overburden or impair the Mobile App or send a virus, harmful components or scripts;
- Engage in any unlawful or illegal conduct;

- Act in a way that is fraudulent, malicious or otherwise discriminatory, or encourage other Users to use the Mobile App for such purposes;
- Harass, intimidate, threaten, bother or bully Users of the Mobile App;
- Encourage or engage others to partake in pyramid schemes or unlawful recruitment;
- Share or disseminate false or otherwise illicit claims or remarks regarding the Mobile App and the Services;
- Impersonate an individual, player, coach, club, or company, or intentionally mislead others about the User's genuine identity;
- Collect personal information about Users of the Mobile App, without having obtained their prior consent;
- Hack, decompile, disassemble, or reverse engineer the Mobile App or any portion thereof;
- Request or initiate chargebacks, refunds or reimbursements for sums paid to FPX Solutions for the Subscription;
- Sell, lease, assign or transfer their User Accounts, without having obtained FPX Solutions' prior written permission;
- Engage in conduct that is contrary to the user standards set forth in these Terms and Conditions.

Users acknowledge that there are additional obligations applicable to the usage of the Mobile App, the receipt of Services, the provision of User Content and interactions between Users. Users therefore agree to comply with all obligations applicable to them and their activities on the Mobile App.

Users may be held personally responsible for their failure to comply with these Terms and Conditions, and FPX Solutions' guidelines and standards. Further, Users agree that FPX Solutions may, without liability and without penalty, block a User from using the Mobile App or terminate a User's User Account on the Mobile App, if the User breached or attempted to breach any obligation in these Terms and Conditions.

9. USER CONTENT

User Content may consist of videos uploaded to the Mobile App. When uploading User Content on the Mobile App, the User shall provide the following information in connection therewith:

- Title
- Description

- Video upload
- List of skills showcased in the video (e.g., Attacking, Passing, Defending, etc.)

The uploading User may also provide the following information, at FPX Solutions' request:

- Location
- Tagging other participants

FPX Solutions shall pre-verify all User Content prior to its publication on the Mobile App solely to ensure the User Content is appropriate. FPX Solutions shall not pre-approve User Content. The User Content uploaded must relate to football and be suitable for minors. As such, any User Content relating to drugs, alcohol or adult themes shall be refused as part of FPX Solutions' pre-verification. Users acknowledge that all User Content shall be kid-friendly and suitable for children.

Users may rate and publish reviews on User Content. Users may also share User Content on the Mobile App.

Users agree that any ratings and reviews of User Content shall be truthful and accurate to the best of their knowledge. Any submission of ratings and reviews shall be voluntary.

Users can report comments that they find to be defamatory or inappropriate. FPX Solutions shall review, hide or otherwise delete such comments as needed. In addition, FPX Solutions may use automated scanning to remove improper comments.

Users shall be solely responsible for the reviews they publish on the Mobile App. Users may be held personally liable if the reviews published violate any third party right or intellectual property law.

9.2 OWNERSHIP OF USER CONTENT AND LICENSE

Users agree that all User Content they publish on the Mobile App, including videos and reviews, is and shall remain the uploading User's property. If the User Content is not the uploading User's property, the uploading User shall have obtained all required consents and approvals prior to publishing such User Content.

The uploading User hereby agrees to grant FPX Solutions a worldwide, perpetual, irrevocable, non-exclusive and sublicensable license to repost, disseminate, share, modify and use the User Content on the Mobile App, on FPX Solutions' social media pages, for marking campaigns and in media or form of existing communication or hereafter developed, without requiring additional consent. The uploading User further consents and understands that other Users may share their User Content.

The uploading User hereby grants FPX Solutions an explicit license to report the User Content on other platforms, as FPX Solutions sees fit as per the license granted, unless the User explicitly requests otherwise. FPX Solutions shall use the User Content as it deems fit, except that FPX Solutions shall not use the User Content for paid marketing campaigns.

If the uploading User provides its social media account information on social media platforms such as TikTok and Instagram, FPX Solutions shall tag and credit the uploading User.

10. USER ACCOUNTS

To access and use the Mobile App, Users shall be required to create a User Account on the Mobile App. Users shall undergo an onboarding process to create their User Accounts. The following personal information shall be mandatory to be provided by Users during the onboarding process:

- First name
- last name
- Date of birth
- Nationality
- Gender
- Weight
- Height
- Preferred foot
- Playing position
- Current team
- Profile photo
- License type they possess (only for Scouts and Coaches)

It shall be optional for Users to provide the following information as part of the onboarding process:

- Phone number
- Since when plays football

- Favourite football formation
- Transfer history (club list)
- Evaluation of own skills (6 football skills with scale 1-100)
- Favourite local football team
- Achievements (list of things they achieved in the past)
- Career goals
- Strengths (regarding football)
- Weaknesses (regarding football)
- Languages they speak
- Favourite Player Type (description) (only for Scouts and Coaches)
- Geographical focus (where they are scouting / coaching players)
- Which age group they are scouting / coaching (only for Scouts and Coaches)
- Which gender they are scouting / coaching (only for Scouts and Coaches)

The User Account shall then be created for Users once they have completed the onboarding process. Users may then create a profile that shall be publicly available and searching. Such public profile shall serve as a Football CV, thereby presenting the User to the world of football, similarly to a social network.

Using their User Accounts, Users may schedule football games and training sessions as well as track progress and add statistics from each game or training.

There are five (5) types of Users on the Mobile App, as follows:

- Football Players
- Parents
- Fans
- Scouts
- Coaches

Each of the above-named User types shall have their own public profiles, and may publish User Content on the Mobile App. Each User type shall create a User Account with features tailored to each User type's needs.

Users may secure their User Accounts with a password. The password should be confidential and personal to each User holding a User Account. Users shall notify FPX Solutions immediately of any security breaches such as loss, theft or unauthorized use of their passwords to allow FPX Solutions to close and manage the User Account accordingly.

11. SUBSCRIPTIONS

The majority of the Services are offered at no charge to the Users. As such, Users may create a User Account and benefit from Services, such as scheduling, tracking and publishing User Content, without requiring a Subscription.

To unlock premium features, a Subscription shall be required. For a limited time, FPX Solutions shall grant Users a seven (7) day trial to the premium features of the Mobile App. Users may then proceed with the purchase of a Subscription. The Subscription fees shall be listed on the Mobile App for reference.

The Subscription may be payable on a monthly or yearly basis. The Subscription shall be in place for the term listed in the Subscription confirmation.

11.1 RENEWAL AND CANCELLATION OF SUBSCRIPTIONS

The Subscription term shall automatically renew for the same term. If the Subscription term is monthly, the User may cancel the Subscription seven (7) days prior to the end of the monthly term. If the Subscription term is yearly, the User may cancel the Subscription thirty (30) days prior to the end of the yearly term. If the User does not cancel the Subscription, it shall automatically renew for subsequent terms of the same duration.

Once a Subscription is canceled, the User shall no longer benefit from unrestricted access to the Mobile App. FPX Solutions shall cease to bill the User's account as of the effective cancellation date. FPX Solutions shall not refund any fees already paid for the Subscription. Unless otherwise specified, the termination of a Subscription shall not terminate the corresponding User Account.

11.2 REFUNDS AND REIMBURSEMENTS

All payments made for Subscriptions are final, and may not be reimbursed or refunded to Users.

12. VIOLATIONS AND TERMINATION OF USER ACCOUNTS

A User may close its User Account at any time by following the instructions on the Mobile App. FPX Solutions may terminate or suspend the Services and/or a User Account if the User breached or attempted to breach these Terms and Conditions. FPX Solutions shall not be liable for any termination or suspension of the Services and/or a User Account, whether with cause or without.

FPX Solutions may investigate any potential violations of these Terms and Conditions, or any applicable legislation, regulations or binding terms. Users shall cooperate with FPX Solutions during the course of any such investigations by submitting requested documentation or providing information.

All ongoing provisions of these Terms and Conditions shall remain applicable, even following the termination of a User Account. Ongoing provisions shall include copyrights, intellectual property, disclaimers, limited liability, and warranties.

13. COPYRIGHT INFRINGEMENT

FPX Solutions complies with all applicable copyright laws, including the *Digital Millennium Copyright Act* (“**DMCA**”). FPX Solutions encourages Users to report any potential copyright infringement on the Mobile App. All reports of intellectual property or copyright violations shall be handled according to the principles set forth in the DMCA.

14. NOTICES OF VIOLATION

If a User believes the User’s copyrighted work was published on the Mobile App without the User’s authorization, or to report a copyright infringement, a takedown notice should be submitted to FPX Solutions.

Any takedown notice shall contain the following information:

1. The User’s manual or electronic signature if the User is the copyright owner, or the manual or electronic signature of the copyright owner’s authorized representative.
2. A link to the copyrighted work shared on the Mobile App.
3. A description of the copyrighted work subject to the takedown notice, including its date of creation or development.
4. The User’s name and contact information.
5. A statement confirming that the takedown notice was prepared in good faith.

6. A statement, under penalty of perjury, that the information in the takedown notice is accurate and that the User is the copyright owner or authorized to act on the copyright owner's behalf.

FPX Solutions shall review all takedown notices received. If the takedown notice is justified, FPX Solutions shall take appropriate action, including removing the infringing material or disabling access thereto. Following FPX Solutions' receipt of a takedown notice, FPX Solutions shall notify the User who uploaded or provided the copyrighted work.

If a User believes copyrighted work was removed by FPX Solutions without justification, the User may submit a counter-notice. The counter-notice should include the following information:

1. The User's manual or electronic signature.
2. A description of the copyrighted work that was removed or disabled and the location where it appeared.
3. A statement, under penalty of perjury, that the User has a good faith belief that the copyrighted work was removed or disabled due to a mistake or misidentification.
4. The User's name and contact information.
5. The following statement: "I consent to the jurisdiction of Federal District Court for the judicial district in which my address is located (if in the United States), and I will accept service of process from the person who provided the DMCA notification or an agent of such person."

FPX Solutions shall review all counter-notices received, and shall reinstate any material, if the counter-notice is justified.

15. INTELLECTUAL PROPERTY RIGHTS

The Content published on the Mobile App and all content relating to the Services is proprietary to FPX Solutions and may not be reproduced or shared without FPX Solutions' explicit prior written consent. Trademarks, marks or other intellectual property may be published on the Mobile App. This intellectual property is FPX Solutions' sole property and FPX Solutions is the exclusive owner of such Content throughout the world, without limitations of time or space.

Any Content that has been licensed to FPX Solutions shall remain the property of its respective owners.

All trademarks and intellectual property published on the Mobile App are protected by intellectual property laws. All rights relating thereto are reserved.

The reproduction, transmission, sharing and distribution of any information and/or Content on the Mobile App is expressly prohibited. FPX Solutions shall not allow for the reproduction, modification, or transmission of the Content on the Mobile App to any third party without FPX Solutions' prior specific written consent. FPX Solutions hereby grants the Users a limited right to download or use the Content on the Mobile App for the purpose of using the Services in compliance with these Terms and Conditions. Any other usage of the Content protected by copyright is strictly prohibited.

16. COPYRIGHTS

The Content provided by FPX Solutions in connection with the Mobile App are protected by copyright laws. Users may not use the Content for any purpose other than to use the Mobile App and the Services in accordance with the terms set forth herein. Users may not copy, sell, lease, edit or otherwise use the Content except as expressly permitted by these Terms and Conditions. Users shall be strictly forbidden from using the Content for commercial gain or business purposes, except with FPX Solutions' prior written approval.

17. FORCE MAJEURE

Force Majeure events are unforeseeable events extending beyond FPX Solutions' reasonable control. Force Majeure events may consist of wars, government acts, pandemics, failure of a telecommunications network, fires, hurricanes and other natural disasters.

FPX Solutions shall not be responsible for any failure to perform its obligations during a Force Majeure event. Further, FPX Solutions' obligations under these Terms and Conditions shall be suspended during a Force Majeure event and shall resume upon the termination of the Force Majeure event. FPX Solutions shall not be responsible for any service interruptions affecting the Mobile App, such as power failures, outages and other circumstances beyond its reasonable control.

18. PRIVACY AND SECURITY

Users may be required to provide and share personal information to use the Mobile App and the Services. FPX Solutions implemented processes relating to data security and controls to safeguard Users' personal information.

Please refer to FPX Solutions' Privacy Policy for further information regarding the collection, usage, handling and disclosure of Users' personal information.

19. LIMITED WARRANTIES

The Mobile App and the Services are offered "as is" without any warranties or guarantees of any nature. Without limiting the generality of the foregoing, FPX Solutions cannot guarantee that the Mobile App and the Services shall be available and provided without error, omission or interruption. For clarification purposes, the Mobile App and the Services are provided without warranty of any kind, including express, statutory or implied, such as implied warranties of title, non-infringement and warranties implied by any course of performance or usage of trade, all of which are fully denied.

FPX Solutions pre-verifies the User Content prior to its publication on the Mobile App, however, FPX Solutions cannot guarantee that all User Content published shall be accurate, complete, reliable, current, and error-free.

20. GENERAL DISCLAIMERS

Users recognize that there are certain risks associated with using the Mobile App and the Services offered, including but not limited to sharing a profile on the Mobile App and interacting with other Users. While FPX Solutions implemented safety procedures and complies with all applicable legislation, FPX Solutions disclaims liability for potential negative effects or damages, acknowledging that the usage of the Mobile App and the Services carry certain risks that cannot be fully mitigated through caution alone.

The Mobile App is designed as a tool to help Users track their success. Nonetheless, the usage of the Mobile App shall not in any way guarantee success. Users shall not rely upon the Mobile App and the Services in isolation to render decisions about their careers, training and other matters. The Mobile App shall support Users' journeys, but it shall not replace Users' responsibility to make informed decisions. FPX Solutions declines responsibility and

liability for all actions and decisions made by Users as a result of using or relying upon the Mobile App and the Services.

Accordingly, FPX Solutions is unable to warrant or guarantee that the Mobile App and the Services shall fulfill Users' needs or expectations.

21. TECHNICAL ISSUES

Technical issues may occur when downloading, accessing or using the Mobile App. Such issues may result in delayed access, freezing or blocked access to the Mobile App. FPX Solutions implemented proper processes to limit the risk of technical issues, however, FPX Solutions is unable to guarantee that the Mobile App shall be continuously available without interruptions, errors or other technical issues. FPX Solutions shall employ reasonable efforts to resolve technical issues rapidly, however, FPX Solutions cannot guarantee that such technical issues shall be promptly repaired, or even repaired at all.

22. LIMITED LIABILITY

To the extent permitted by applicable law, FPX Solutions disclaims and excludes liability for any incidental, special or consequential damages, injuries, losses, property damages, claims, fees, costs or damages of any nature, however caused and under any theory of liability in connection with the Mobile App, the Services, the Content and the User Content published on the Mobile App. Further, FPX Solutions shall not be liable for any claim, loss or damage arising out of any misuse or negligence by any User of the Mobile App. This exclusion of liability shall apply regardless of whether the liability is based on contract, strict liability or another theory of law.

In all cases and to the fullest extent permitted by law, FPX Solutions' aggregate liability under these Terms and Conditions shall not exceed the amount paid by the User for the Subscription during the six (6) months preceding the incident giving rise to liability.

23. INDEMNIFICATION

To the fullest extent permitted by applicable law, each User agrees to indemnify and hold FPX Solutions, its affiliates and employees harmless from and against all losses, damages, liabilities, costs and expenses in connection with any claims, actions, proceedings, investigations or suits arising out of

(i) the User's negligence, recklessness, or willful misconduct, (ii) the User's usage of the Services, (iii) the User's breach of any representation or warranty provided under these Terms and Conditions, (iv) the User's failure to comply with any of these Terms and Conditions, applicable laws or regulations and/or (v) the User's usage of the Mobile App, the Services or any information available on the Mobile App.

24. THIRD PARTY SITES

To provide increased value, the Mobile App may provide links or references to Third Party Sites. The Third Party Sites linked or referenced on the Mobile App are for reference purposes only. Unless explicitly stated otherwise, FPX Solutions is not affiliated with the Third Party Sites. The reference or links to any Third Party Sites on the Mobile App does not imply FPX Solutions' endorsement or any association with the Third Party Sites.

The usage of the Third Party Links shall be at the User's sole risk, and subject to separate terms and policies. FPX Solutions shall not be liable for the functions, content, services, products or content offered or provided by the Third Party Sites.

25. EMAIL CORRESPONDENCE

Certain laws require that important communications be provided in writing. For purposes of these Terms and Conditions, any communication sent electronically, whether as a notification on the Mobile App or by email, shall be deemed to consist of a communication provided in writing.

To allow for the prompt reply of User inquiries and a written trail for efficiency purposes, FPX Solutions prefers to receive correspondences in writing, either by email or via the Mobile App.

FPX Solutions may also send Users notices and updates relating to the Services, their User Accounts, Subscriptions and other matters contemplated under these Terms and Conditions. Users shall be required to provide their email addresses when creating their User Accounts on the Mobile App. Users shall further be responsible for updating their email addresses as needed. Users acknowledge that unless otherwise indicated, FPX Solutions may rely upon and use the email address provided to send notices and updates. If the email address provided is incorrect, any notices or updates sent FPX Solutions shall nonetheless be deemed effective.

26. NO WAIVER

If FPX Solutions does not insist upon the performance of any obligation set forth in these Terms and Conditions, this shall not operate as a waiver of FPX Solutions' rights nor shall such failure relieve Users of their obligations under these Terms and Conditions. Further, if FPX Solutions delays or fails to exercise any of its rights under these Terms and Conditions, this delay or failure shall not be construed as a waiver of FPX Solutions' rights.

27. SEVERABILITY

If any provision in these Terms and Conditions is held to be unenforceable or unlawful by law or by a court of competent jurisdiction, the provision shall be severed from the Terms and Conditions or redrafted to the fullest extent permitted by law to preserve its original intention. The remaining provisions of these Terms and Conditions shall remain unaffected, binding and enforceable upon the Users.

28. ASSIGNMENT

FPX Solutions reserves the right to assign its rights and obligations in these Terms and Conditions, in whole or in part. Users may not assign their rights and obligations under these Terms and Conditions, except with FPX Solutions' prior written consent.

29. ENTIRE AGREEMENT

These Terms and Conditions, together with any confirmation and document referred to herein, shall constitute the entire agreement between Users and FPX Solutions with respect to the subject matter hereof. These Terms and Conditions shall supersede and replace all prior negotiations and agreements between Users and FPX Solutions regarding the same subject matter.

30. GOVERNING LAW

These Terms and Conditions, and any claim made pursuant to these Terms and Conditions and/or relating to the Mobile App shall be governed, construed and subject to the applicable laws of Austria, without regard to any conflict of law principles.

31. ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions, breach thereof, or dispute instituted by a User or FPX Solutions shall be resolved by arbitration. Arbitration shall be conducted on an individual basis and not as a class action.

The arbitration proceedings shall take place in Vienna (Austria) unless FPX Solutions agrees to a different jurisdiction. The arbitration shall be handled in accordance with the *Rules of Conciliation and Arbitration of the International Chamber of Commerce*. The arbitration award shall be provided in writing, and the arbitrator shall be granted the authority to award damages and relief. The arbitration award shall be final and binding.

30.1 COURT PROCEEDINGS

Notwithstanding the above, FPX Solutions reserves the right to institute proceedings before a court of law, and not arbitration, to resolve any of the following matters: (i) seeking an injunction or other equitable relief, (ii) a violation of intellectual property, trademarks and/or copyrights, and (iii) seeking to enforce the provisions of these Terms and Conditions or a right granted to FPX Solutions, or to prevent loss or damages.

32. QUESTIONS AND COMMENTS

FPX Solutions welcomes questions, feedback and comments about these Terms and Conditions, and the Services. Users may send their questions, feedback and comments to FPX Solutions by email or via the Mobile App. FPX Solutions shall do its best to respond to inquiries and questions swiftly.