

TERMS OF RENDERING ELECTRONIC SERVICES BY ALLSPORTER.COM

§1

Definitions

1. Client's Account – means a unique Client's platform assigned to his personal data (such as e-mail address and telephone number), identified by a unique Client's Name. Client's Account may include three different profiles of Client:
 - a) User Profile – for Clients using offers of Offerers;
 - b) Sport Equipment Rental Service Offerer Profile – for Clients offering Sport Equipment Rental Services; and
 - c) Sport Service Offerer Profile – for Clients offering Sport Services.
2. User – means a person, who may accept an offer published by Offerer.
3. Transaction Costs – means payment service fee (handling fee etc.). Transaction Costs shall be deducted from the Compensation.
4. Client's Name – means a unique name or number of the Client which is assigned to Client's Account in Allsporter.com. Client's Name is associated with the Client's e-mail address and telephone number.
5. Similar Offer – means Sport Equipment Rental Service or Sport Service offered by the Offerer in any service other than Allsporter.com, where the Offerer offers a similar range of services to a similar group of clients, like in a case of Sport Equipment Rental Service or Sport Service offered at the same time on Allsporter.com.
6. Offerer – means person, who offers Rental Equipment Service and/or Sport Service.
7. Operator – means „Revolvo” Spółka z ograniczoną odpowiedzialnością (Polish limited liability company) with registered office in Warsaw (address: Aleje Jerozolimskie 85/21, 02-001, Warsaw, Poland), entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000625126, REGON: 365075245, NIP: 7010600952.
8. PayPal – means a platform offering payment services enabling sending and receiving online payments, maintained by PayPal (Europe) S.à r.l. & Cie, S.C.A., with registered office in Luxembourg.
9. Commission – means gross value, which shall be calculated as a percentage of the Compensation. The Commission shall be paid to the Operator for publishing offers and assistance in concluding agreements and payments between Clients.
10. Terms – means Terms of Rendering Electronic Services by Allsporter.com.
11. Allsporter.com – means e-platform providing Sport Equipment Rental Service and Sport Service on Allsporter.com website and mobile application for Android and iOS.
12. Client – means a person, who may view offers available in Allsporter.com after creating the Client's Account. Both Offerer and User are considered Clients.
13. Sport Equipment Rental Service – means any services for short-term renting of sport's equipment, especially sport equipment, transporting, securing and storing sports equipment.

14. Operator's Service – means electronic services consisting of announcement for Sport Equipment Rental Service and Sport Service and agency services related to conclusion of agreements and settlements connected with Sport Equipment Rental Service and Sport Service.

15. Sport Service – means the service of related to broad meaning of sports activities, including: group training, individual training and consultations, rehabilitation, massage, physiotherapy and other similar services.

16. Service Completion – the Sport Equipment Rental Service and Sport Service rendered between Clients, which was not cancelled and did not receive any official complaint from the Clients.

17. Terms and Privacy Policy – means Terms of Rendering Electronic Services by Allsporter.com and privacy policy.

18. Compensation – the amount of money, which User transfers to Operator, in his name and for benefit of the Offerer.

19. Automatic Conclusion of the Agreement – the agreement of Sport Equipment Rental Service or Sport Service is concluded at the moment of submitting statements by the User through Allsporter.com.

20. Conclusion of the Agreement by Acceptance – the agreement of Sport Equipment Rental Service or Sport Service is concluded at the moment of submitting statements of acceptance by the Offerer through Allsporter.com.

§2

General Provisions

1. The Terms specify, in particular:

- a) rights, duties and responsibilities of the Operator related to Operator's Service;
- b) rights, duties and responsibilities of the Client related to Sport Equipment Rental Service and Sport Service;
- c) liability rules of the Operator for the Operator's Service.

2. Operator shall render the Operator's Service in accordance with Terms and Privacy Policy.

3. User who use Allsporter.com shall be obliged to comply Terms and Privacy Policy.

§3

Conclusion of the Agreement of Operator's Service (registration and setting up an Client's Account)

1. The Operator's Service agreement is concluded at the time of creation of the Client's Account in Allsporter.com by the Operator.

2. Agreement for the Operator's Service is concluded for an indefinite period of time.

3. Client may have User Profile, Sport Equipment Rental Service Offerer Profile and Sport Service Offerer Profile.

4. To create Client's Account, the Client is obliged to read the Terms and Privacy Policy, submit a statement of accepting Terms and Privacy Policy and fill and send an electronic form via Allsporter.com with the following information:

- a) profile of the Client;
- b) unique Client's Name;
- c) unique password;
- d) name;
- e) surname;
- f) e-mail address;
- g) country;
- h) telephone number; and
- i) prefix.

5. The Client may select more than one profile on Client Account.

6. Client which selects Sport Equipment Rental Service Offerer Profile or Sport Service Offerer Profile shall provide:

- a) the bank account number; or
- b) identification data of his PayPal account

- to be able to use the Sport Equipment Rental Service or the Sport Service.

7. One person shall create and have only one Client's Account.

8. Allsporter.com is available only for person over 16 years.

9. By submitting the form, the Client confirms that:

- a) he has read the Terms and Privacy Policy and has accepted the Terms and Privacy Policy;
- b) he is over 16 years old;
- c) his personal data are accurate and complete;
- d) he is authorised to conclude Operator's Service agreement by electronic means;
- e) his data does not breach the rights of any third parties;
- f) he gives consent for his personal data to be processed for the purposes of realization of the Operator's Service.

10. Operator will create Client's Account by assigning him Client's Name on the basis of the received data in properly completed form.

11. Client's Account is linked with e-mail address and telephone number of the Client. The e-mail address and telephone number are the form of identification of Client and will be used for communication between the Client and the Operator.

12. The Client is obligated to have current e-mail address and telephone number. If the Client's e-mail address or telephone number is changed, the Client shall immediately update this information in the Client's Account.

13. Operator may refuse to create Client's Account, if the data is already used within Allsporter.com or if the Client's intentions are doubtful or when the data are contradictory to the official law, the Terms, universal practice or if Client violates personal rights or legitimate interests of the Operator.

14. Client obtains access to Client's Account via e-mail address and Client's unique password.

15. Client shall not share his password with other people or permit others to access Client's Account. Client shall bear sole liability towards third parties caused by sharing his password to other people.

§4

Technical conditions for Operator's Service

1. The Operator's Service is provided through the internet (World Wide Web), using telecommunications network for the transmission of data.

2. To use the Operator's Service in full, Client shall have access to the internet, data transfer and electronic device capable of processing of data.

§5

Scope of the Operator's Services

1. The Operator's Services include e-platform for publishing offers and intermediation and settlements linked to:

- a) Sport Equipment Rental Service; and
- b) Sport Service.

2. The Offerer may publish offers only related to Sport Equipment Rental Service and Sport Service in Allsporter.com.

3. Users may use offers published by Offerer in Allsporter.com.

4. Offers published in Allsporter.com shall indicate:

- a) kind of offer (Sport Equipment Rental Service or Sport Service);
- b) information about Offerer;
- c) the service description (made in non-misleading, accurate manner, as precisely as possible);
- d) the total amount Compensation for the Service (Offerer is not allowed to charge any additional fees);
- e) place where the performance of Sport Equipment Rental Service or Sport Service shall begin, including:
 - e.i. full address of the place of performance of the service; or/and
 - e.ii. location of this place on the map available in Allsporter.com;
- f) time of Sport Equipment Rental Service and Sport Service, including;

- f.i. the date and time where the service begin;
 - f.ii. the date and time where the service is planned to end;
 - g) other information, in particular:
 - g.i. requirements for an additional personal data (requirement to show the ID, etc.);
 - g.ii. additional permissions, courses, trainings;
 - g.iii. preparatory course or training required to performed Sport Equipment Rental Service or Sport Service; and
 - g.iv. any additional important information;
 - h) information about the moment of the conclusion of the agreement, by either:
 - h.i. Automatic Conclusion of the Agreement; or
 - h.ii. Conclusion of the Agreement by Acceptance.
5. Operator's Service shall not be limited in territory/country.

§6

Sport Equipment Rental Service and Sport Service Compensation

1. The Compensation specified by the Offerer in the offer is final. Offerer is not allowed to charge any additional compensation.
2. Offerer who publishes a Similar Offer is obliged to offer on Allsporter.com the same or lower compensation.
3. The Operator is entitled to temporary block Client's Account or to terminate the agreement immediately with Offerer, if the Operator receives the information that Offerer offers more expensive Sport Equipment Rental Service or Sport Service in Allsporter.com than in a Similar Offer (in particular, if the information is reported from another Clients).

§7

Booking and conclusion of the agreement of Sport Equipment Rental Service and Sport Service

1. Offerer concludes agreement for Sport Equipment Rental Service and Sport Service if Allsporter.com allows such services and concludes agreement of Sport Equipment Rental Service and Sport Service only through of Allsporter.com.
2. The Sport Equipment Rental Service and the Sport Service agreement is concluded:
 - a) in case of Automatic Conclusion of the Agreement – at the moment of submitting statements by the User through Allsporter.com.
 - b) in case of Concluding the Agreement by Acceptance – at the moment of submitting statements by the Offerer through Allsporter.com.
3. The Offerer receives Compensation decreased by Commission and Transaction Costs in case of Service Completion, complaint procedure successfully ended in favour of the Offerer and in the event of termination of agreement by the User in accordance with §9 of Terms.

4. After Automatic Conclusion of the Agreement, the User shall pay to the bank account of the Operator the Compensation to the Offerer. Operator accepts the Compensation in the name and on behalf of the Offerer.

5. After Conclusion of the Agreement by Acceptance, the User shall pay to the bank account of the Operator the Compensation in his name and on behalf of the Offerer. Operator receives and accepts the Compensation in the name and on behalf of the Offerer after receiving the statement of conclusion of the agreement. If User does not conclude the agreement, Operator returns to User 100% of the Compensation.

6. The Operator remits the Compensation in accordance with §7 point 3 of Terms to the Offerer not later than 10 days from confirmation of Service Completed.

7. Cross-border Compensation in the EU will be transferred to SEPA in SHA option.

8. Cross-border Compensation will be transferred in SHA option.

9. Cross-border Compensation will be transferred via PayPal.

10. The Compensation will be paid only via electronic means.

11. The Compensation may be paid in the form of bank transfer to the bank account or to the PayPal account. The Client shall choose the payment method. The Operator may limit the choice of payment method to only one method, depending on the location of the Client, place of performance of the service and the preferences of Clients.

§8

Performance of the Sport Equipment Rental Service and Sport Service

1. The Operator shall not be liable for performance or failure of the Sport Equipment Rental Service and the Sport Service.

2. The Sport Equipment Rental Service and the Sport Service, shall be considered as Service Completed if:

a) the Clients confirms the Sport Equipment Rental Service and Sport Service to be performed immediately after; or

b) none of the Clients will initiate the complaint procedure in accordance with §15 point 7 of Terms.

3. If user decides to terminate the contract in a manner specified in point 2b and 3c, the service Operator shall collect a commission of 50% of the offerer's remuneration.

§9

The agreement of Sport Equipment Rental Service and Sport Service termination

1. The User is entitled to terminate the Sport Equipment Rental Service and Sport Service agreement concluded with the Offerer.

2. In the case of Termination of the Sport Equipment Rental Service and Sport Service agreement by the User concluded as Automatic Conclusion of the Agreement:

a) within 1 hour from conclusion of the agreement – the Operator will refund 100% of the Compensation to the User.

- b) not later than 24 hours before scheduled commencement of the Sport Equipment Rental Service and Sport Service – the Operator will refund 95% of the Compensation to the User.
- c) less than 24 hours, but not less than 1 hour before scheduled commencement of the Sport Equipment Rental Service and Sport Service – the Operator will refund 20% of the Compensation to the User, and;
- d) less than 1 hour before scheduled commencement of Rental Sport Equipment and Sport Service – the Operator will not refund the Compensation to the User.

3. Termination of the Sport Equipment Rental Service and Sport Service agreement by the User concluded as Conclusion of the Agreement with Acceptance:

- a) within 1 hour from acceptance – the Operator will refund 100% of the Compensation to the User;
- b) if Offerer does not confirm reservation 24 hours before scheduled commencement of Sport Equipment Rental Service and Sport Service – the Operator will refund 100% of the Compensation to the User;
- c) if Offerer confirm reservation, but the User terminates the agreement not later than 24 hours before scheduled commencement of Sport Equipment Rental Service or Sport Service – the Operator will refund 95% of the Compensation to the User;
- d) if Offerer confirm reservation, but the User terminates the agreement less than 24 hours and more than 1 hour before scheduled commencement of Sport Equipment Rental Service or Sport Service – the Operator will refund 20% of the Compensation to the User, and;
- e) if Offerer confirm reservation, but the User terminates the agreement less than 1 hour before planned commencement of Sport Equipment Rental Service or Sport Service – the Operator will not refund of the Compensation to the User.

§10

Agreement of Sport Equipment Rental Service or Sport Service failure

1. Total amount of commission (including transaction costs) charged by the Operator is 13% (the offerer receives 87% of the offer's value after providing the service, according to AllSporter's Terms & Conditions).
2. In case of non-performance of Sport Equipment Rental Service or Sport Service by the Offerer, in particular, in case of termination of the agreement, absence on the place, presence in state incapable to perform the Service – Offerer shall bear the financial penalty equal to the 30% of the Compensation.
3. The financial penalty will be deducted automatically from a future Compensation, which Offerer shall receive accordance with §7 point 3 of Terms.
4. The Offer shall pay to the Operator the amount of the outstanding financial penalty, if Offerer does not generate the Compensation (in accordance with §7 point 3 of Terms) equal at least to the financial penalty within 30 days from Sport Equipment Rental Service or Sport Service non-performance.

§11

Commission

1. The Operator charges the Commission for Operator's Service based on the value of the Compensation.
2. The Commission is 17% of the Compensation.
3. The Operator deducts the Commission from the Compensation paid by the User to the Operator for the benefit and behalf of the Offerer.
4. The Operator is able to offer lower Commission than indicated in §11 point 2, at the Operator's sole discretion. The User may agree for the lower Commission via Allsporter.com. The lower Commission is charged from the moment of acceptance of the Commission by the User.
5. The Operator will charge the Commission amounting to 50% of the Compensation in case of termination of the agreement in accordance with §9 point 2 b and §9 point 3 c of Terms.

§12

Settlement of the Sport Equipment Rental Service and Sport Service

1. Users are obliged to pay any public-law liabilities (in particular, tax liabilities) related to Sport Equipment Rental Service and Sport Service which are the result of agreements concluded through Allsporter.com.
2. If the Offerer submitted incorrect information or personal data (in accordance with §3 point 4, 6, 9 of Terms) and as the result the Operator is not able to transfer the Compensation to the Offerer, the Operator shall contact the Offerer and require the data correction.
3. If the Operator fails to contact the Offerer, the Operator will make another attempt with the Offerer 10 days after the first contact attempt.
4. The Operator will reimburse to the User the Compensation reduced by the Commission and Transaction Costs, after second failed contact attempt.
5. If the Offerer contact to the Operator to the request the Compensation, accordance with §7 point 3 of Terms, after procedure indicated in §12 point 2,3 and 4 of Terms, he will not receive the Compensation in accordance with §7 point 3 of Terms.

§13

The prevention of payment fraud

If the Operator suspects that transfer constitutes fraud attempt, the Operator shall hold payment and notify the appropriate enforcement authorities.

§14

Sport Equipment Rental Service and Sport Service evaluation

1. The User is asked to anonymous evaluation of the Offerer.
2. The Offerer is asked for make anonymous evaluation of the User.
3. The evaluation shall be made from „1” to „5”, where „1” is the lowest and „5” is the highest rate.

4. The User and Offerer are allowed to publish written opinion about other Clients and about the Sport Equipment Rental Service or Sport Service.
5. The review will be published on Allsporter.com with the Client's Name.

§15

Complaint

1. The User has the right to complain about the Services and refrain from using Services after the conclusion of the Agreement, only in reasonable cases.
2. The User has the right to complain about the Sport Services, in particular, in the following cases:
 - a) the Offerer was being unable to carry out the Sport Services, or
 - b) the Services described in the offer in Sport Equipment Rental Service and Operator Service proved to be false.
3. The User has the right to complain about the Sport Equipment Rental Service, in particular, in the following cases:
 - a) the Offerer was being unable to carry out Sport Equipment Rental Services, and
 - b) sport equipment turned out to be incompatible with the description posted by the Offerer.
4. The complaint of Sport Equipment Rental Service or Sport Service shall be filed on complaint form through Allsporter.com.
5. The complaint form shall include:
 - a) name of the Client;
 - b) kind of Service (name of the particular offer);
 - c) basis for the complaint;
 - d) description of evidence.
6. An incomplete complaint form (without information above) or one containing inconsistency or obscure information, shall not start the complaint proceedings.
7. The User shall submit the complaint on the correct form in the following time:
 - a) within 6 hours from commencement of the Sport Equipment Rental Service or Sport Service as indicated in the offer – in case Sport Equipment Rental Service and Sport Service is not used; and
 - b) within 6 hours from the moment of declared commencement of the Sport Equipment Rental Service or Sport Service as indicated in the offer– in other cases.
8. The burden of proof lies on the User who starts the complaint proceedings.

9. The Operator shall review the complaint immediately, but not later than within 10 days from the day of receipt. During of complaint proceedings the Operator withholds the Compensation in accordance with §7 point 3 of the Terms.

10. The decision of the Operator is definitive and discretionary. The Clients contesting the decision of the Operator are allowed to claims based on a general principles of law.

11. The Operator shall issue a decision pursuant to evidence put forward by the Client. The Operator may collect evidence by himself and contact with the Clients.

§16

Allsporter.com content rules

1. By using the Allsporter.com, in description of the service or description of the written opinion, The Client shall not:

- a) publish abusive and unlawful content or content infringing personal rights;
- b) publish advertisements or other commercial offers;
- c) to copy, modify, multiply and disseminate, transmit or use the Allsporter.com's content excepted for personal use the allowed by law;
- d) undertake any actions which may disturb the Allsporter.com function and to use Allsporter.com in way that may be burdensome for other Clients;
- e) use Allsporter.com in an illegal manners, violating Terms, morality or violating the personal rights of others or the legitimate interests of the Operator.

2. In particular the Client is not allowed to:

- a) publish any external links to internet sites other than those which can be shared through Allsporter.com;
- b) publish on Allsporter.com contact details other than those available on Allsporter.com
- c) publish commercials and advertisements.

3. The Operator shall be authorized to remove the content without any prior notice.

§17

The scope of the Operator's responsibility of Sport Equipment Rental Service or Sports Services

1. The Operator does not assume responsibility for sport equipment quality (in Sport Equipment Rental Service), and for performance of the Sport Equipment Rental Service, concluded via Allsporter.com. The Offerer is solely responsible for sport equipment quality (in Sport Equipment Rental Service), and for performance of the sport service (in Sport Equipment Rental Service), concluded via Allsporter.com.

2. The Operator does not assume responsibility for quality of sport services (in Sport Service), and for performance of the Sport Service, concluded via Allsporter.com. The Offerer is solely responsible for quality and performance sport services (in Sport Service Agreement), concluded via Allsporter.com.

3. The Operator does not assume responsibility for any damages inflicted by performance of the Sport Equipment Rental Service or Sport Service concluded via Allsporter.com.

4. The Operator does not offer (personal) accident insurance against any damages caused by performance of the Sport Service. The Operator recommends the Clients to purchase insurance against damages. The Operator recommends also to contact with a doctor to diagnose and eliminate any contraindications before the commencing any sport.

5. The Operator does not guarantee sport equipment damage insurance against any damages caused by performance of the Sport Equipment Rental Service. The Operator recommends the Clients to purchase insurance against damages.

§18

Protection of personal data

The Operator guarantees the protection of personal data in accordance with Privacy Policy.

§19

Termination of the agreement concluded between the Client and the Operator

1. The agreement concluded between the Client and the Operator may be terminated by the Client or the Operator.

2. The Client is allowed to terminate the Operator's Service agreement at any time, without giving any reasons. The Client shall send a request of termination of the Operator's Service agreement to the following e-mail address: contact@allsporter.com. Operator's Service agreement shall be terminated immediately after Client's data verification.

3. The Operator has a right to terminate the Operator's Service agreement and delete the Client's Account in the following cases:

a) infringement of the Terms or Privacy Policy, in particular by publishing of prohibited content;

b) the Operator receives justified and credible information that Client is publishing content prohibited by law, immoral or violating other personal goods or interest of the Operator;

c) the Client uses the Sport Equipment Rental Service and Sport Service against its purpose;

d) the Client cancels the e-mail address or telephone number which was used to create Client's Account; and

e) the Operator receives at least two notifications that Client's mailbox is full.

4. The Operator Service shall terminate when the Client's Account is removed.

5. The Operator will provide the information about the Operator's Service agreement termination immediately no later than 24 hours since the Client's Account removal.

6. If the Client's Account is opened again by the same Client after removal of Client's Account by breach of the Terms or Privacy Policy, the Operator is allowed to refuse the services and to delete the Client's Account.

§20

Penalties

1. In case of breach of the Terms or Privacy Policy, the Operator is entitled to:

- a) impose financial penalties in accordance with the Terms and Privacy Policy;
 - b) temporary block Client's Account;
 - c) remove Client's Account.
2. In particular, the Operator is entitled to the above measures in case of:
- a) publishing prohibited content;
 - b) make (or attempt to make) fraud against the Operator or another Client;
 - c) absence in the place of Sport Equipment Rental Service or Sport Service, and
 - d) publishing offers which contain false information, in particular, an invalid compensation or demand for additional charges beyond offer.
3. The measures above do not exclude settlement of the claims by judicial process on general basis.

§21

Final Provisions

1. The Operator is allowed to: terminate the Operator's Service; delete any information and Client's data; transfer the Operator's rights to another legal entity; and any legal activities connected with Allsporter.com. Client has no claims to the Operator connected with above.
2. The Operator reserves the right to change the Terms and Privacy Policy.
3. In case of changing the Term,s the Operator shall inform the Client at least 14 days before the day of change. The Operator shall inform the Clients about a new provisions, via e-mail and notifications at Allsporter.com.
4. Client, who does not agree new provisions of Terms shall terminate the agreement between the Client and Operator's Service. The Client's Account shall be deleted. Use of Allsporter.com after the new regulations come in force shall be deemed as acceptance of the new Terms.
5. Any disputes between Client and the Operator shall be resolved by mediation or shall be brought to the court competent for the Operator.