

Sparkxtreme.com Terms of Use

This document contains the terms of use applicable to the online (subscription) service sparkxtreme.com ("Service") provided by us. Sparkxtreme is owned and operated by Allariz Management Ltd, Company Number - HE 417591, having its principal office located at Steliou Mavrommati 60, (Cyprus) and as registered with Company registration no. HE 417591 (hereinafter referred to as "we", "us", "our" or "Company"). Your use of our Service is subject to the terms and conditions set forth below.

1. Creating an account

1.1 To gain access to our Service, you will need to create an account and, for certain aspects of our Service, use this account to register for one of our (paid) subscription plans.

1.2 You may only create an account and register for a subscription if you are at least 18 years old.

1.3 When creating an account, you are asked to provide us with some personal information, such as name and email address. Also, you may be required to choose a sufficiently reliable password, unless you create an account by using a third-party login.

1.4 Any details provided to us by you must be provided in a complete and truthful manner. You are not permitted to provide data of someone else. Nor will you give other persons permission to use your account or subscription, unless this is explicitly permitted under the terms of the agreement.

1.5 If we may reasonably suspect that your account or subscription is being used contrary to the terms of the agreement between us, we shall have the right to block your access to our Service.

1.6 You agree to keep your login credentials used to access your account strictly confidential and to keep the information in your account up to date.

1.7 In case of any changes that are relevant for us to become aware of, you shall promptly update your account details. We may assume that the person that is using these credentials is the actual account holder or authorized by the account holder insofar permitted under the agreement, unless you have duly informed us that your account may have been compromised..

2. Registering for a subscription

2.1 We may offer a variety of subscription plans you may register for if you would like to make full use of our Service.

2.2 Terms of our subscription plans may vary, such as in respect of the available content, the subscription period, associated billing cycle as well as the subscription fees. Applicable terms are as mentioned in our (online) offer. In general, billing cycles for subscriptions start on the day we provided you with access to our Service.

2.3 We may offer you a free trial to experience our Service, to which specific terms may apply. After expiry of such free trial period, the subscription billing cycle will automatically commence unless you have cancelled your subscription prior to this moment – unless mentioned otherwise.

2.4 Subscriptions are concluded for an indefinite period of time, unless offered otherwise. If a fixed period subscription was offered, such subscription will be tacitly renewed with successive terms equal to the initial term, insofar allowed and in accordance with applicable law, and unless you cancel your subscription prior to the moment of renewal. Cancellation may be done via your account or by contacting our customer service.

2.5 You may cancel a subscription concluded or renewed for an indefinite time, at any time. Such cancellation will take effect at the end of the then current billing cycle or after one month from the day of cancellation, whichever moment comes earlier. Cancellation may be done via your account or by contacting our customer service.

2.6 Subscriptions that are concluded for a fixed time may be cancelled at any time. Such cancellation will take effect at the end of the last billing cycle of the applicable subscription period. Cancellation may be done via your account or by contacting our customer service.

3. Payment

3.1 Fees, if applicable, are due every month and must be paid in advance unless agreed otherwise.

3.2 You acknowledge and agree that we, or our third-party payment provider, are authorized to charge the payment method associated with your account per billing cycle in advance for the fees that apply to your subscription.

3.3 We may suspend access to our Service in case we were not able to collect payment from the payment method associated with your account, until such default has been remedied. Any such suspension will be lifted as soon as possible after the fees are paid in full. Actions from your side may be required then if so notified. Suspension due to lack of payment may result in a change of the billing cycle date. Please take note of the information provided in your account, if suspension has occurred.

4. Use of the Service

4.1 Our Service may only be accessed for non-commercial use. You are not allowed to provide access to our Service outside of your household. Displaying content available through our Service in public premises and for any business use is not allowed.

4.2 We grant you access to use our Service in accordance with the terms of the agreement and, if applicable, subject to receiving payment of applicable subscription fees.

4.3 Within one subscription, we allow a maximum of 5 (five) internet-enabled end-user devices to access our Service at the same time, unless offered otherwise. Any limitations that may apply to the chosen subscription plan are mentioned in your account.

4.4 It may be that you cannot (fully) use the Service outside of the country for which the agreement for the Service was concluded for (e.g. some content may not be available if you access our Service from a different country for example due to licensing restrictions). Some content may be available for download to your end-user device to which certain limitations may apply.

4.5 We reserve the right to change the nature and scope of our Service and the content library from time to time, without prior notice to you being required. However, we aim to inform you where reasonably possible.

4.6 We use commercially reasonable efforts to ensure the Service is available at all times, but make no guarantees regarding uninterrupted availability. We actively maintain the Service and maintenance may take place at any time but is announced in advance whenever reasonably possible.

4.7 You may not use the Service in violation of the agreement and applicable law. Furthermore, you are not allowed to circumvent or remove any of the content protection measures incorporated in the Service; use any robot, spider, scraper or other automated means to access the Service; or decompile, reverse engineer or disassemble any software provided by us for using the Service (e.g. mobile applications).

4.8 We may suspend access to our Service with immediate effect in case we have reasons to believe you breached the terms of our agreement.

4.9 We may decide to terminate our Service at any time. In such case, we will send you a written notice of termination to the e-mail address associated with your account. Any prepaid amounts for the Service that will no longer be provide, will then be reimbursed pro-rata.

5. Intellectual Property Rights

5.1 All intellectual property rights to the Service, or other materials provided by us to you will remain with us or our licensors. Subject to the terms of the agreement, you shall acquire a non-exclusive, non-transferable, revocable right to use the Service and such materials to the extent as provided under the agreement.

5.2 You are not permitted to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise (provide assistance to) make the Service available to any third party, unless indicated otherwise.

5.3 You may not make any changes to the Service and materials and do not acquire a right to a copy of the software's source code under any (mobile) applications provided by us as part of the Service. You may not attempt to gain access to the source code or otherwise reduce to a humanly perceivable form all or any part of our Service by the application of reverse engineering or decompilation.

5.4 We may implement technical measures to protect the Service and materials from unauthorized changes, use, reproduction or publication. If we have implemented such measures, you may not attempt to remove or circumvent them.

5.5 You may not change or remove any indication, marker or reference to intellectual property rights from the Service or materials.

6. Changes

6.1 We may change these terms and conditions, subscription plan specifics, including associated prices from time to time. In such case, we will send a notification to the email address associated with your account. We will notify you of the changes and the date on which these changes will take effect. We will notify you at least fourteen (14) days before the changes take effect.

6.2 In case you are not willing to agree to the changes, you are authorized to terminate the agreement prior to the date the changes shall take effect and may do so by deleting your account and/or cancelling your paid subscription. Use of our Service after the date mentioned in our notification shall constitute your acceptance of the amended terms and conditions.

6.3 Minor changes and additions, or changes that are required under applicable mandatory law, can be made at any time by us. In respect of such changes to right to terminate the agreement as set forth above will not apply.

6.4 Price changes will apply to subsequent billing cycles following notice of the change, unless notified otherwise and provided you have not cancelled your subscription as set forth above.

7. Liability and force majeure

7.1 Except in case of intentional misconduct or deliberate recklessness or our side, our liability for breach of the agreement is limited, per damage-causing incident (whereby a series of connected incidents count as a single incident), to the amounts you have paid us in the two months prior to the damaging event. We are in no event liable for indirect damages, including but not limited to consequential damages, lost profits, missed savings, loss or corruption of data or information or damages through business interruption.

7.2 In case of force majeure, we shall not be required to compensate damages suffered by you as a consequence of the force majeure situation. Force majeure includes, amongst others, disruptions or unavailability of the internet, telecommunication infrastructure, malware or (d)dos attacks, power interruptions, fires and floods.

8. Customer service

8.1 We aim to provide you with an excellent service. Should you have any comments or issues with our Service, in the first instance please contact us using the communication methods mentioned on our website. We aim to handle queries as soon as possible. If you are a European based consumer and are not satisfied with the way a complaint was handled, you may submit the complaint to the European ODR Platform which can be found at <https://ec.europa.eu/consumers/odr/>.

9. Miscellaneous

9.1 The agreement is governed by the laws of the country where our Company has its registered office. In case you entered into the agreement in the capacity of a consumer, the agreement shall not affect your rights to rely on mandatory provisions of the law of the country in which you are resident.

9.2 Unless provided otherwise by mandatory law, any disputes ensuing from the agreement will be submitted to the competent court in the district where our Company has its registered office. 9.3 We are authorised to transfer this agreement and all its rights and obligations arising therefrom to a third party that acquires the business operations to which this agreement is subject, for which we shall not require any further approval from your side.

10. Company details

Company details are:

• VAT identification number: 10417591C

• Company registration number: HE 417591 [Allariz Management Ltd].

11. Information concerning the exercise of the right of withdrawal

Introduction

Please note that this section only applies if you acquired access to our Service as a consumer, in other words, as a natural person who acted for purposes which are outside his trade, business, craft or profession, and provided that applicable law gives you this right of withdrawal.

Right of withdrawal

You have the right to withdraw from the contract concluded with us, without giving any reason. The withdrawal period will expire after 14 days from the day you registered for a subscription plan to our Service. The withdrawal period commences on the date you've registered for a subscription plan, also if the subscription started with a certain period access free of charge.

Exercising the right of withdrawal

To exercise the right of withdrawal you must inform us, Allariz Management Ltd, Steliou Mavrommati 60, 2364, Nicosia, Cyprus, , of your decision to withdraw from the contract by an unequivocal statement (e.g. letter sent by post, fax or email). You may use the model withdrawal form (see below), but its use is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Reimbursement

If you withdraw from the contract, we shall reimburse to you all payments received from you (if any) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the contract. We will carry out such reimbursement using the same means of payment as you used for initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of the service during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

The following form can be used by you to invoke your right of withdrawal. Please complete and return this form only if you wish to withdraw from the contract.

— To Allariz Management Ltd, Steliou Mavrommati 60, 2364, Nicosia, Cyprus, .

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following products (*)/for the provision of the following services (*),

— Ordered on (*)/received on (*):

— Order number (if available):

— Your name:

— Your address:

— Your signature (only if this form is notified on paper):

— Date:

(*) Delete as appropriate.

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