

## Privacy Policy

This document “Privacy Policy” (hereinafter referred to as the “Policy”) is the terms for using the User’s personal information by Liga Sporta Ltd. (hereinafter referred to as “Owner”).

### 1. General Provisions

- 1.1. This Policy is an integral part of the User Agreement (hereinafter referred to as the “Agreement”) posted and/or available on the Internet at: <https://my.swim-kids.com/Content/documents/swim-confidentiality-en.pdf>, as well as other agreements (Contracts) entered into with the User or between them, when it is expressly stipulated by the terms and conditions thereof.
- 1.2. By entering into the Agreement you voluntary, by your own will and in your own interests, give your written consent to the following ways of processing Personal Information: collection, recording, systematization, storage, updating (refreshment, modification), extraction, use, transfer (distribution, provision, access), including transfer to a third countries, depersonalization, blocking, deletion, destruction in the purposes established by this Policy with/without the use of automated facilities at the discretion of the Owner.
- 1.3. The terms and definitions provided for by the Agreement are used herein, as well as other agreements entered into with the User or between them, unless otherwise provided for by this Policy or follows from the merits thereof. In other cases, the terms used in the Policy shall be interpreted in accordance with the applicable laws, the business practice, or scientific doctrine.

### 2. Personal Information

- 2.1. Personal information in this Policy means as follows:
  - 2.1.1. Information that the User provides about him/her on registration or authorization, as well as during further use of the Application and/or the Service, including personal data of the User.
  - 2.1.2. Data transmitted in a depersonalized form in automatic mode, depending on the settings of the User’s software.
- 2.2. The Owner is entitled to establish requirements for the composition of the User’s Personal Information, which are mandatory for the use of the Application and the Service based thereon. If certain information is not marked by the Owner as mandatory, it is provided or disclosed by the User at his/her discretion.
- 2.3. When being registered, the User shall indicate in the mandatory manner his/her own name, name of his/her child and phone number.

Additionally, under the executed Agreement and in order to fill out a profile in the Service, the User can also provide the following personal data about himself/herself and his/her children: date of birth, address of residence, photo.

Submitting the request for the position of the Coach User provides the following personal data: surname, name, patronymic, date of birth, phone number, email, education, professional experience, records of criminal conviction, city of residence, expected schedule of work, information on contacts among professional football players and coaches and other information about himself/herself that User wish to communicate to the Owner.

Submitting the request for the guest class User provides the following personal data: his/her own name, name of his/her child, phone number and the city.

As Partner’s processor the Owner also keeps records of child’s attendance of Partner’s classes.

- 2.4. Users registered as Partner and other persons connected with Partners provide their Personal Information to the Partner by themselves. Under the separate agreement Partner provides Owner

with Personal Information of its clients and employees for procession within the framework of the Service.

- 2.5. Partner shall be responsible for acquisition of written consent to process Personal Information under the terms and conditions of this Policy from all persons whose Personal Information provided by Partner to Owner during use of the Service.
- 2.6. By adding information to the publicly available area of the Application, the User makes such information available to an unlimited number of persons, i.e. makes it publicly available, taking into account the settings for displaying profile information in the Service.
- 2.7. Owner will not verify the reliability of the provided Personal Information and whether the User has the necessary consent for the processing thereof in accordance with this Policy, believing that the User acts in good faith, carefully and makes every effort to keep such information up to date and obtain all necessary agreements of the subjects of personal data.
- 2.8. The User understands and accepts the possibility of using third party software on the Website and in the Mobile Application; as a result, such persons can receive and transmit the data in a depersonalized form as stipulated in the paragraph 2.1.2 hereof.  
The aforementioned third party software includes web analytics services: Google Analytics, Yandex. Metrica:  
The scope and conditions for collecting impersonal data by using third party software are determined directly its titleholders and may include:
  - browser data (type, version, cookie);
  - operating system data (type, version, screen resolution);
  - query data (time, source, IP address).
- 2.9. Owner shall not be held liable for using the User's Personal Information by third parties (including Partners and Coaches) interacting with the User within the framework of using the Application and/or the Service.
- 2.10. The legal basis on which the Company relies for the use of Personal information includes:
  - 2.10.1. Processing of Personal information where User has given consent for one or more specific purposes;
  - 2.10.2. Processing of Personal information that is necessary for performing a contract to which User are party;
  - 2.10.3. Processing of Personal information that is necessary to take steps at User's request prior to entering into a contract;
  - 2.10.4. Processing of Personal information that is necessary for the Company to comply with a legal obligation;

### **3. Purposes of Personal Information Processing**

- 3.1. Owner performs processing, including collection and storage of the Personal Information required for entering into and executing agreements with the User and/or between them, and made public by the User by filling in the profile and making settings in the Personal Account.
- 3.2. Owner and/or Users are entitled to use the Personal Information for the following purposes:
  - 3.2.1. Implementation of the functional opportunities of the Service to create and display the User's Profile in the Application. Owner stores, organizes and displays the Users' profiles in the Application, containing the Personal Information that Users have made publicly available.
  - 3.2.2. Executing the Agreement, as well as other agreements (Contracts) using the Service, including agreements (Contracts) between Users;  
Such execution is implemented remotely by the exchange of electronic documents signed by a basic e-signature. In this case, a pair "login – password" and e-mail address or phone number can be used as the User's basic e-signature key when messaging through them. Therefore, they are requested during the registration and use of the Service.
  - 3.2.3. Identification of the User within the fulfillment of the obligations under the Agreement as well as other agreements (Contracts) entered into with the User or between them.  
The User's Personal Account is linked to the User's e-mail address or the phone number.

Providing technical support in regards to the use of the Application and the Service; Calls to the support service are accepted by using the forms on the Website and e-mail.

3.2.4. Fulfillment of obligations under concluded agreements, including providing the User with access to the Service and technical support.

Access to the functionality of the Service is provided by the Application's software.

Requests for technical support are accepted by using the Application's software and e-mail.

3.2.5. Providing communication with the User for the purpose of information services and improving the quality of the Service under the concluded Agreements, including by way of notification with the involvement of third parties; Communication with the User is carried out via e-mail or by the phone number provided by the User at the registration or in the process of using the Application and/or the Service.

3.2.6. Use of depersonalized data for targeting advertising and/or informational materials by age, gender, other characteristics.

3.2.7. Marketing, statistical and other research based on depersonalized data.

Data from the data collection systems stipulated in the paragraph 2.8 hereof is collected and analyzed in anonymized form to find out how much time Users spend on different areas of the Mobile Application and/or the Website, their interests and preferences.

#### **4. Policy with regard to children**

4.1. Personal Information about children younger than 16 may be processed by the Owner according to this Policy only if such information is provided by the Partners, which in turn have legally received this information from the holder of parental responsibility over the child and subject to all necessary verifications and consents.

#### **5. User's Rights to User's Personal Information**

5.1. You have the right to be informed about the collection and use of your personal data. You have the right to access your personal data and have it corrected if it is wrong or incomplete. You have the right to restrict the processing of your data where the accuracy of your personal data is contested, where the processing is unlawful, and where the Owner no longer needs the personal data for the purposes for which the Owner has processed it. You have the right to object to the processing of your personal data and also restrict its processing in those instances where the Owner undertook processing of it in carrying out a task in the public interest or where necessary for our legitimate interest where there is no compelling reason for its continued processing. You have the right to withdraw consent that you have given to the collection and processing of your personal data at any time. If you do withdraw your consent to the collection and processing of your personal data, that withdrawal shall not affect the lawfulness of any processing by the Owner that is based on the consent you have given before you withdrew it. You also have the right to obtain the deletion of your data when it is no longer relevant to the purposes for which it was collected or processed, when you have withdrawn consent and there is no basis for us to continue processing, when you have objected to further processing and there is no compelling interest for continued processing, and when the data was unlawfully processed.

5.2. You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly affecting you, except where there is a lawful basis for continued processing. You have the right to receive personal data in a structured, commonly used, and machine readable form for the purpose of data portability in those instances where the Owner processes by automated means personal data that you have provided.

5.3. These rights may be exercised by using the tools the Owner offers on the Website or by contacting the Owner with your specific request through the methods described below. The Owner will address any such requests in a timely manner. In certain cases, the Owner may ask

you to verify your identity before acting on your request. If you are unsatisfied with the Owner's response, you may refer your complaint to the relevant supervisory authority in your jurisdiction.

## **6. Data Storage Retention**

- 6.1. All data that is collected will be stored only as long as is necessary to accomplish the purpose for which it is collected, or as long as is permitted or required by applicable law. Periodically, the Owner will review its data processing systems to determine whether or not the purposes for the collection and processing of User's data remain valid. That determination will be based on factors that include, but are not limited to, whether or not you are still in contact with the Owner, whether or not any requests made by User from the Owner have been fulfilled (including any follow-up tasks), whether or not there is a contractual relationship between User and the Owner, and whether or not there is a contractual or legal basis for continuing to retain User's data. Based on that review and any notifications received from data subjects, the Owner will update its systems.
- 6.2. To improve the quality of the Service and to ensure the possibility of legal protection, Owner is entitled to keep log files about actions taken by the User in the context of using the Application and/or Service, as well as in regards to the conclusion and execution by the User of the Agreement and other agreements (Contracts) on its part.

## **7. Requirements for the Personal Information Protection**

- 7.1. Owner stores the Personal Information and provides its protection against unauthorized access and distribution in accordance with internal terms and regulations.
- 7.2. With regard to the User's Personal Information, its confidentiality is protected, except for publicly available information (paragraph 2.6 hereof) and in other cases when the technology of the Application or the Service provided on its basis or the configuration of the User's software provides for an open exchange of information with other Users of the Application or with any Internet users.
- 7.3. Provisions of clauses.7.1. and 7.2. equally binding for Users that get access to Personal Information when executing and/or performing Contracts between them.

## **8. Transfer of Personal Information**

- 8.1. The Owner has the right to transfer personal information to the third persons in the following cases:
  - in the order of integration with the service YoPlayDo, available at <http://yoplaydo.com>, that keeps data and statistics of players;
  - The User has expressed his consent in other way including the User's applying of the software settings which do not set limitations on certain information submitted;
  - The transfer is necessary in the context of the User's use of the Application's functionality and/or the specificity of the Service based on it
  - Such transfer is necessary for executing and performing the Agreement and/or other agreements (Contracts) with the use of the Service.
  - Due to the transfer of the Application to the possession, use or property of such third party, including the assignment of rights under contracts concluded with the User in benefit of such third party;
  - On request of the court or another state authority within procedure stipulated by the legislation;
  - For protection of the rights and legitimate interests of the Owner in connection with violation of contracts concluded with the User.

## **9. Amendments to the Personal Information**

- 9.1. The User is entitled at any time to independently edit the Personal Information in his/her Personal Account provided by himself/herself during registration or authorization.
- 9.2. In case of termination of the concluded agreement, the User is entitled to delete his/her own account or to exercise the right to withdraw consent to the processing of his/her personal data by sending to Owner a request to delete his/her account at the address: [support@education-erp.com](mailto:support@education-erp.com)

#### **10. Amendments to the Privacy Policy**

- 10.1. This Policy may be amended or terminated unilaterally by Owner without prior notice to the User. The new version of the Policy becomes effective after posting on the Owner's Website, unless otherwise provided for by the new version of the Policy.
- 10.2. The current version of the Policy is on the Owner's Website at: <https://my.swim-kids.com/Content/documents/swim-confidentiality-en.pdf>

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The representative of the Owner in European Union is: European Association of Sport Development, Bulharská 996/20, Vršovice, 101 00 Praha 10, Praha, Czech Republic.