Sportee

Terms and Conditions

Terms and Conditions

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Terms and Conditions

1. Introductory Provisions

1.1 The Sportee platform is a digital platform operated by [Jan Holda], a self-employed individual (OSVČ) doing business under the laws of the Czech Republic, with the registered office at [Kraj: Hlavní město Praha, Okres: Hlavní město Praha, Obec: Praha, Část obce: Střížkov, Ulice: Bínova, Adresní místo: Bínova 529/2], Business ID Number (IČO): [23504081], which serves exclusively as an intermediary between athletes and coaches.

1.2 Sportee is neither a provider of sports services nor an employer of coaches.

1.3 By making a reservation through the Sportee platform, a contractual relationship for the provision of sports services is established directly between the athlete and the coach. Sportee acts solely as an intermediary in this relationship.

2. User Accounts

2.1 Registration of a user account is required to use the platform.

2.2 Users aged 15–17 may use the platform only with the consent of a legal guardian. However, any financial transactions, reservations, and payments through the integrated payment gateway may only be executed by individuals who have reached full legal age (18 years or older), or under the direct supervision and explicit authorization of their legal guardian using their payment credentials.

2.3 Users are required to provide truthful, complete, and up-to-date information.

2.4 The operator reserves the right to suspend or terminate an account in the event of a violation of the Terms and Conditions.

2.5. Users have the right to request the permanent deletion of their user account at any time. The option to completely and irreversibly delete the account is fully accessible to the user directly within the mobile application interface (under profile settings). Upon account deletion, the profile will be removed and associated data anonymized, except for information that the Provider is legally required to retain.

3. User Roles

3.1 The platform distinguishes between the roles of athlete and coach.

3.2 A coach is not an employee of the Sportee platform and performs their activities at their own risk.

3.3 A coach is responsible for the accuracy of the information regarding their qualifications, experience, and certifications.

4. Reservations and Payments

4.1 Training sessions are reserved through the Sportee platform.

4.2 Payment is made electronically using the payment methods available in the app.

4.3 Sportee is authorized to withhold payment to the coach in the event of a dispute.

4.4 Sportee reserves the right to charge a commission for ffacilitating the service.

4.5 The total price for the training session, including any applicable platform fees, processing fees, or commissions, will always be displayed transparently to the athlete within the mobile application interface before finalizing and confirming the booking. No hidden fees will be charged after the reservation is completed.

5. Cancellation and Refunds

5.1 Cancellation and refund terms are defined by the Sportee platform.

5.2 Refunds are possible in cases specified by the platform, particularly if a training session is canceled in a timely manner or if the coach fails to show up.

6. Liability

6.1 The athlete participates in training sessions at their own risk and declares that they are medically fit.

6.2 Sportee is not liable for injuries, damage to health, or property damage occurring during training.

6.3 The coach is responsible for the safety, quality, and professional conduct of the training session.

6.4. Users explicitly acknowledge and agree that Apple Inc. ("Apple") and Google LLC ("Google") are not parties to these Terms and Conditions and have no obligation or liability whatsoever regarding the mobile application, its content, or any sports services arranged through it. Neither Apple nor Google is responsible for addressing any claims related to the application, including but not limited to product liability, legal non-compliance, or intellectual property infringement.

7. Content, Chat, and Ratings

7.1. Users acknowledge that the Sportee platform contains user-generated content (“UGC”), including chat communications, trainer profiles, and reviews. The platform enforces a strict zero-tolerance policy towards any objectionable, offensive, unlawful, discriminatory, defamatory, or threatening content, as well as any form of harassment or bullying.

7.2. It is strictly prohibited to distribute any content via the platform that violates public decency or the rights of third parties. The Provider reserves the right to immediately remove such content without prior notice and to restrict, suspend, or permanently terminate the account of the violating user without any right to compensation.

7.3 Communication may be used to resolve disputes.

7.4. The application includes built-in technical features allowing users to immediately flag any objectionable content or user profile, as well as the ability to block any other user (e.g., within the chat interface), preventing any further mutual contact.

7.5. The Provider undertakes to review every report of objectionable content or behavior within 24 hours of its submission. If the report is found to be justified, the Provider will immediately remove the content and apply appropriate sanctions to the violating user in accordance with these Terms.

8. Penalties

8.1 Violations of the Terms and Conditions may result in the restriction, suspension, or termination of an account.

8.2 Violations include, in particular, circumventing payments, providing false information, or repeated failure to show up.

9. Taxes

9.1 The coach is fully responsible for fulfilling their tax obligations.

9.2 Sportee is not responsible for the coach's tax payments.

10. Privacy Policy

10.1 Privacy is governed by a separate document—the Privacy Policy.

10.2 By registering, the user confirms that they have read this document.

11. Changes to the Terms and Conditions

11.1 The Operator reserves the right to unilaterally amend the Terms and Conditions.

11.2 The user will be notified of any changes within the app.

12. Final Provisions

12.1 These Terms and Conditions are governed by the laws of the Czech Republic.

12.2 All disputes will be resolved by the competent courts of the Czech Republic.

12.3 Sportee is not a healthcare service and does not replace professional medical supervision.

12.4 Detailed terms and conditions regarding the cancellation of workouts and refunds are set forth in a separate document titled "Cancellation & Refund Policy," which is an integral part of these Terms and Conditions.

12.5 The scope of liability for each party is set forth in the Responsibility & Liability Policy, which is an integral part of these Terms and Conditions.

12.6 The Sportee Platform is not responsible for coaches' compliance with their tax obligations. Detailed information regarding payment processing, payouts, refunds, reserve funds, and tax obligations is set forth in the Payment, Payout & Tax Policy, which is an integral part of these Terms.

12.7. If any provision is invalid, the remaining provisions shall remain in full force and effect.

12.8. Additional rights and obligations of users and the operator—particularly regarding the technical availability of the service, changes to and limitations on the service, force majeure, penalties, electronic communication, the severability of provisions, and out-of-court resolution of consumer disputes—are set forth in a

separate document titled “Supplementary Provisions to the General Terms and Conditions,” which is an integral part of these General Terms and Conditions.

Sportee

Privacy policy

1. Data Controller

The data controller is the operator of the Sportee platform, a self-employed individual (OSVČ) with its registered office in the Czech Republic.

Contact information:

Email: support@Sportee.cz (temporary, to be updated)

2. Scope of Personal Data Processed

We process the following personal data in particular:

- identification data (name, user ID)
- contact information (email)
- data regarding reservations and training sessions
- payment data (without storing credit card information)
- chat communications
- ratings and reviews
- technical data (IP address, device, logs)

3. Categories of Data Subjects

We process personal data for the following categories of individuals:

- athletes
- coaches

- users communicating with support

- app visitors

4. Purposes and Legal Bases for Processing

We process personal data for the following purposes:

- performance of a contract (registration, reservations, payments)

- compliance with legal obligations (accounting)

- legitimate interest (security, fraud prevention)

- user consent (marketing, notifications—excluding MVP)5. Příjemci osobních údajů

Personal data may be disclosed to:

- payment service providers (Stripe)

- push notification providers (Apple, Google)

- map service providers

- technical infrastructure providers

6. Transfer of Personal Data Outside the EU

Currently, personal data is processed primarily within the EU.

If services based outside the EU are used, personal data will be protected by appropriate safeguards.

7. Retention Period for Personal Data

We retain personal data:

- for the duration of the user account's existence;

- accounting and tax data for 10 years;

- chat communications for the duration of the account's existence;

- reviews in anonymized form even after the account is deleted

8. Rights of Data Subjects

The user has the right:

- to access their personal data;

- to have inaccurate data corrected;

- to have personal data erased;

- to restrict processing;

- to data portability;

- to object to processing

Right to erasure (deletion): The User may exercise this right at any time, either by sending an email to the support address or directly via the dedicated account deletion feature located in the settings of the mobile application. The account and all associated personal data will be removed without undue delay, unless another legal basis for retention exists (e.g., statutory tax or accounting obligations).

Right to withdraw consent: Where the processing of your personal data is based on your explicit consent (e.g., for marketing notifications), you have the right to withdraw this consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. You may

withdraw consent via the application settings or by contacting support. Right to lodge a complaint with a supervisory authority: You have the right to lodge a complaint regarding the processing of your personal data with the competent supervisory authority, in particular in the Member State of your habitual residence, place of work, or place of the alleged infringement. In the Czech Republic, the supervisory authority is the Office for Personal Data Protection (Úřad pro ochranu osobních údajů – www.uoou.cz).

9. Protection of Personal Data

We take technical and organizational measures to protect personal data

from unauthorized access, loss, or misuse.

10. Final Provisions

The Sportee platform is not intended for the processing of special categories of personal data, in particular health data.

This policy may be updated unilaterally.

The current version is always available in the app and on the website.

Sportee

Cancelation and Refund Policy

1. General Provisions
This policy governs the terms and conditions for canceling training sessions and refunding payments on the Sportee platform. It is binding for all athletes and coaches using the platform.

2. Who Can Cancel a Training Session
A training session may be canceled by an athlete, a coach, or the Sportee platform (particularly due to a violation of the terms and conditions or force majeure).

3. Cancellation More Than 24 Hours Before Start Time
If a training session is canceled more than 24 hours before its scheduled start time, the athlete is entitled to a 100% refund of the amount paid, and the coach is not entitled to receive payment.

4. Cancellation less than 24 hours before the start
If a training session is canceled less than 24 hours before the start, the athlete is not entitled to a refund unless there is a valid reason. In the case of a valid reason, the request is assessed on a case-by-case basis.

5. Failure to Attend a Training Session (No-show)
If an athlete fails to attend, they forfeit their right to a refund, and the amount paid goes to the coach. If the coach fails to attend, the athlete is entitled to a 100% refund, and the coach is not entitled to payment.

6. Exceptional Circumstances and Force Majeure
Exceptional circumstances include, in particular, illness, injury, a traffic accident, extreme weather, or the closure of a sports facility. These situations may be assessed on a case-by-case basis.

7. Refund Method and Timeline
Refunds are processed exclusively through the Sportee platform and are issued without undue delay.

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Responsibility & Liability Policy

1. General Provisions
This policy defines the responsibilities of the various parties when using the Sportee platform.

2. Athlete's Responsibility
The athlete bears full responsibility for his or her health and participates in training at his or her own risk.

3. Coach's Liability
The coach is responsible for the professional conduct of training sessions, the safety of exercises, compliance with legal regulations, and any damages caused during training.

4. Sportee Platform's Liability
The Sportee platform is not liable for injuries, the quality of training, or property damage, and acts solely as an intermediary.

5. Insurance
Coaches are recommended to have liability insurance. Insurance is not mandatory under the MVP.

6. Final Provisions
This policy is an integral part of the Sportee platform's General Terms and Conditions.

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Payment, Payout & Tax Policy

1. Introductory Provisions

This document sets forth the rules governing payments, payouts, refunds,

platform commissions, and tax obligations of coaches using the Sportee platform.

The Sportee platform acts solely as an intermediary between athletes and coaches.

2. Roles of the Parties

Sportee:

- facilitates the conclusion of a contract between the athlete and the coach
- provides the technical infrastructure for the payment process
- is not the employer of the coaches

Coach:

- provides sports services
- is responsible for their own tax obligations

Athlete:

- pays for the training via the platform

3. Payment Model

Payments are processed through a payment gateway (e.g., Stripe).

The amount is authorized at the time of booking and held in escrow,

and is released upon proper completion of the training session.

4. Platform Commission

The platform charges a commission as a fixed percentage of the training fee.

The commission rate is listed in the app.

Payment gateway fees are included in the platform commission.

4.1 The Sportee platform serves exclusively as an intermediary for facilitating personal, in-person (physical) sports and training services that take place in the physical presence of both the athlete and the trainer in the real world (offline). Users are strictly prohibited from offering, arranging, or providing digital services, online training sessions, pre-recorded instructional videos, or any other digital products that would require the use of the application store operators' proprietary payment systems (Apple In-App Purchase). All credit card payments processed via the platform are strictly intended for these physical real-world services.

5. Rolling Reserve

The platform is authorized to withhold up to 10% of the trainer’s earnings for a period of 14 days

to cover refunds, chargebacks, and disputes.

6. Payouts to Trainers

Payouts are made at the trainer’s request.

A payout is possible only after the training session is completed and the grace period has expired.

The platform reserves the right to temporarily suspend payouts in the event of a suspected violation of the terms and conditions.

7. Refunds and Chargebacks

Refunds are processed exclusively through the platform.

In the event of a chargeback, the platform is authorized to deduct the corresponding amount from the trainer's earnings.

8. Trainers Without a Business ID Number (IČO)

The platform may allow trainers without a Business ID Number (IČO) to operate.

These trainers are responsible for taxing their income as other income in accordance with the Income Tax Act.

The platform does not act as an employer or tax payer.

9. Trainers' Tax Obligations

Trainers are fully responsible for:

- income tax

- social security and health insurance (if applicable)

The platform does not provide tax advice.

8.1 The platform may allow trainers without a Business ID Number (IČO) to operate, subject to strict verification requirements imposed by the payment processor (Stripe). These trainers are fully responsible for taxing their income as other income in accordance with the Income Tax Act. All trainers, regardless of their business status, must complete the required Know-Your-Customer (KYC) identity verification through Stripe before any payouts can be processed.

10. VAT

Neither the platform nor the trainers are required to charge VAT unless they are registered taxpayers.

In the event of a change in status, prices and commissions will be adjusted in accordance with applicable legislation.

11. AML and Fraud Prevention

The platform is authorized to conduct transaction checks,

suspend payouts, and require additional identity verification from the coach.

12. Compliance with the App Store and Google Play

This document complies with the Apple App Store and Google Play requirements

regarding transparency of payment flows and user protection.

13. Final Provisions

This document may be updated unilaterally.

The current version is always available in the app and on the Sportee platform website.

Sportee

Supplementary Provisions to the General Terms and Conditions

1. Technical Availability of the Service

The Sportee platform is provided “as is.”

The Operator does not guarantee the continuous availability of the application or the error-free operation of all features.

Scheduled downtime, updates, or technical outages may occur.

The Operator is not liable for damages resulting from the temporary unavailability of the service.

2. Changes, Restrictions, and Termination of the Service

The Operator is entitled at any time to change the scope of the services provided,

temporarily restrict their availability, or terminate the service entirely.

Users are not entitled to compensation for damages resulting from these changes,

unless expressly stated otherwise.

3. Force Majeure

The Operator shall not be liable for any failure to perform its obligations caused by circumstances

beyond its reasonable control, in particular natural disasters, power outages,

interventions by public authorities, pandemics, or disruptions caused by third parties.

4. Breach of Terms and Penalties

In the event of a breach of the General Terms and Conditions or their annexes, the operator is authorized to:

- issue a warning,

- temporarily restrict account functions,

- suspend payouts,

- block or terminate the user's account.

This does not affect the right to compensation for damages.

5. Electronic Communication

The user agrees that all communication between the user and the platform shall take place electronically (via email or in-app notifications).

Such communication is considered duly delivered.

6. Severability of Provisions

If any provision of the General Terms and Conditions or their annexes becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions.

7. Out-of-Court Resolution of Consumer Disputes

Consumers have the right to file a complaint with the Czech Trade Inspection Authority

(www.coi.cz) or to use the online dispute resolution platform

established by the European Commission at http://ec.europa.eu/consumers/odr.

8. Final Provisions

This document is binding on all users of the Sportee platform

and forms an integral part of the General Terms and Conditions.

The current version is available in the app and on the platform's website.