

Terms of Use

1. Introduction

1.1 Contract

You agree that by clicking “Join a Team”, “Sign Up” or similar, registering, accessing or using our services (described below), **you are agreeing to enter into a legally binding contract** with FB Triangle Corporation ("FBT") (even if you are using our services on behalf of a company). If you do not agree to this contract (“Contract”), do **not** click “Join a Team” (or similar) and do not access or otherwise use any of our services.

Your use of our services is also subject to our **Privacy Policy**.

1.2 Services

This Contract applies to SunBears-branded apps and other SunBears-related sites, apps, communications and other services that state that they are offered under this Contract (“Services”), including the offsite collection of data for those Services.

1.3 Members

Registered users of our Services are "Members."

1.4 Change

FBT may modify this Contract and our Privacy Policy from time to time. If FBT makes material changes to it, FBT will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. If you object to any changes, you may **close your account**. Your continued use of our Services after FBT publishes or sends a notice about our changes to these terms means that you are consenting to the updated terms.

2. Obligations

2.1 Service Eligibility

To use the Services, you agree that: (1) you will only have one SunBears account; and (2) you are not already restricted by FBT from using the Services.

2.2 Your Account

You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections) and

(4) follow the law and our list of Dos and Don'ts. You are responsible for anything that happens through your account unless you close it or report misuse.

2.3 Payment

You will pay for the Services in accordance with the pre-set plans FBT provided.

FBT uses the 3rd party payment platform, Stripe, the Stripe API, and in conjunction, your Stripe account to process credit and debit card transactions.

By using the Stripe Check Out you agree to be bound by Stripe's Terms of Service.

You expressly understand and agree that FBT shall not be liable for any payments and monetary transactions that occur through your use of the Service. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You must not process stolen credit cards, or unauthorized credit cards through Stripe.

2.4 Your Information

You may provide your team's players' and staffs' personal information (including name, birthday, uniform number, gender, position, condition, height, weight) and their photographs, and the scorebook information of the games through the Services.

You agree to only provide content or information that does not violate the law nor anyone's rights (including privacy right, or intellectual property rights). You also agree that the information you provided will be truthful. FBT may be required by law to remove certain information or content in certain countries.

3. Rights and Limits

3.1. Your License to FBT

1. As between you and FBT, you own the content and information that you submit to the Services and you are only granting FBT the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others.
2. You agree that FBT may access, store and use any information that you provide in accordance with the terms of the Privacy Policy. FBT may use and edit the information you provided for the purpose of providing the Members with a statistical data based on your information.
3. You can end this license for specific content by deleting such content from the

Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

4. By submitting suggestions or other feedback regarding our Services to FBT, you agree that FBT can (but does not have to) use and share such feedback for any purpose without compensation to you.

3.2 Service Availability

FBT may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

FBT does not promise to store or keep showing any information that you've provided.

3.3 Limits

FBT reserves the right to limit your use of the Services. FBT reserves the right to restrict, suspend, or terminate your account if FBT believes that you may be in breach of this Contract or law or are misusing the Services (e.g. violating any Do and Don'ts).

3.4 Intellectual Property Rights

FBT reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. SunBears trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of FBT.

4. Disclaimer and Limit of Liability

4.1 No Warranty

TO THE EXTENT ALLOWED UNDER LAW, FBT (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2 Exclusion of Liability

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS FBT HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), FBT SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF FBT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR 〆 SERVICE, IF ANY.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND FBT AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF FBT OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

5. Termination

Both you and FBT may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' rights to share information you provided through the Service to the extent copied or edited by FBT prior to termination;
- Sections 4, 6 and 7 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

6. Dispute Resolution

You agree that the laws of Japan, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and FBT both agree that all

of these claims can only be litigated in Tokyo, Japan, and we each agree to personal jurisdiction of the courts located in Tokyo, Japan.

7. General Terms

7.1

If a court with authority over this Contract finds any part of it not enforceable, you and FBT agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and FBT agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract. To the extent allowed by law, the English language version of this Contract is binding and other translations are for convenience only. This Contract (including additional terms that may be provided by FBT when you engage with a feature of the Services) is the only agreement between you and FBT regarding the Services and supersedes all prior agreements for the Services.

7.2 No Waiver

If FBT doesn't act to enforce a breach of this Contract, that does not mean that FBT has waived its right to enforce this Contract.

7.3 No Assignment

You may not assign or transfer this Contract (or your membership or use of Services) to anyone without FBT's consent. However, you agree that FBT may assign this Contract to a party that buys it without your consent. There are no third party beneficiaries to this Contract.

7.4 Notices

You agree that the only way to provide FBT with a legal notice is at the addresses provided in Section 9.

You agree that FBT will provide notices to you in the following ways: (1) a notice within the Service, or (2) a message sent to the contact information you provided FBT (email).

8. “Dos” and “Don’ts”

8.1 Dos

You agree that you will:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to FBT and keep it updated;

3. Use the Services in a professional manner.

8.2 Don'ts

You agree that you will *not*:

1. Act in an unlawful or unprofessional manner in connection with the Services, including being dishonest, abusive or discriminatory;
2. Provide inaccurate, fictional or false information or data on SunBears;
3. Misrepresent your identity, your current or previous team or team members' identities;
4. Develop, support or use software, devices, scripts, robots, or any other means or processes to scrape the Services or otherwise copy profiles and other data from the Services;
5. Bypass or circumvent any access controls or Service use limits (such as caps on keyword searches);
6. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of FBT;
7. Use, disclose or distribute any data obtained in violation of this Contract;
8. Disclose information that you do not have the consent to disclose (such as confidential information of others);
9. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
10. Violate the intellectual property or other rights of FBT, including, without limitation, using the word "SunBears" or our logos in any business name, email, or URL;
11. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
12. Remove any copyright, trademark or other proprietary rights notices contained in or on the Services;
13. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
14. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;

15. Overlaying or otherwise modifying the Services or their appearance;
16. Access the Services except through the interfaces expressly provided by FBT, such as its mobile applications and slideshare.net;
17. Use the Services for tasks that it is not intended for; and/or
18. Override any security feature of the Services.

9. How To Contact Us

If you want to send us notices or service of process, please contact us:

ONLINE OR BY MAIL

10. Data Processing Agreement (GDPR)

10.1 This provision is applicable if

- you, the User, is established in the European Union; or
- you the User, is not established in the European Union, but you – using the Sunbears Application and/or Web Services –
 - (a) offer goods or services, irrespective of whether a payment of the data subject is required, to data subjects in the European Union; or
 - (b) monitor the behaviour of data subjects as far as their behaviour takes place within the European Union; or
- in any other case where the GDPR is applicable.

In these cases, the provisions as set out in this section supersede other provisions of this Contract.

10.2 The terms used in this section have the meanings below:

“Data Processor”: any natural or legal person, public authority, agency or other body which manages personal data in the name of the data controller;

“Data Processing”: any operation or ensemble of operations carried out on the data or data sets in an automated or non-automated manner, such as gathering, recording, organizing, breaking down, altering or changing, retrieving, consulting, using, communication forwarding, spreading or making accessible in other ways, harmonizing or linking, restricting, deleting or destroying;

“Data Controller”: any natural or legal person, public authority, agency or other body which defines the objectives and tools of the processing of personal data independently

or jointly with others;

“Data Subject”: an identified or identifiable natural person;

“Personal Data”: any information relating to the data subject;

“Personal Data Breach”: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

“Services”: services as defined by this Contract, i.e. Sunbears Application and/or Web Services;

“GDPR”: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

10.3 For the purposes of the Data Processing activity as described in this Contract, FBT is acting as Data Processor, and you, the User, is acting as Data Controller. During the provision of the services as set out in this Contract, Data Processor may receive or have access to data about Data Controller or from Data Controller that qualify as Personal Data according to GDPR or other applicable data protection legislation or provisions.

10.4 Data Controller engages Data Processor to carry out the processing of the personal data relating to the services on behalf of Data Controller and in line with the instructions thereof, and Data Processor accepts this engagement by signing this Agreement. The instructions are set out in detail in the document attached as Annex 1, providing a detailed description of data processing operations in the context of the Sunbears Application and the Web Services.

10.5 Data Controller hereby gives its authorization for Data Processor to use the services of further Data Processor or processors. Data Processor informs Data Controller of each envisaged change which concerns the use or replacement of further Data Processors by this ensuring the possibility for Data Controller to object to these changes. If Data Processor uses the services of a further Data Processor for the specific Data Processing activity carried out on its behalf, the data protection obligations set out in this Contract shall apply to this further Data Processor. Data Processor hereby informs Data Controller that it is using the services of Google LLC as a further Data Processor.

10.6 Data Processor processes the Personal Data only in accordance with the written instructions of the Data Controller, including the forwarding of the Personal Data to a

third country or international organization. An exception to this is when the processing is provided by a legislation applicable to the Data Processor, in which case Data Processor notifies Data Controller of this legislation prior to the processing, unless the notification of the Data Controller is prohibited by the applicable legislation on important public interest grounds.

10.7 Parties declare that Data Controller is responsible for the lawfulness of the instructions relating to the Data Processing operations and the data processing itself. In particular, Data Controller shall guarantee that that Data Processing is carried out with a valid legal basis (as set out by Article 6 GDPR), and the necessary information is provided for the Data Subjects (as set out by Articles 13 and 14 of GDPR). For this purpose, the Data Controller may use the Privacy Policy as drafted by Data Processor; however, the Data Processor excludes any liability for the use of this document by the Data Controller; the Data Controller shall carry out its own legal assessment regarding the extent and means of providing the information to the Data Subject and shall comply with the respective obligations accordingly. Data Controller shall ensure that transfers of Personal Data to third countries comply with the applicable provisions of GDPR, including the transfer of Personal Data from Data Controller to Data Processor.

10.8 Data Controller is entitled to audit the implementation of the activity according to the contract at the premises of Data Processor. Data Controller shall indicate the time and manner of the audit at least fifteen (15) business days before the audit takes place.

10.9 Data Processor ensures that the persons entitled to handle the Personal Data commit themselves to confidentiality or are under an obligation of confidentiality under the applicable legislation.

10.10 Data Processor takes the measures provided by the legislation to ensure data security. Data Processor is obliged to provide suitable guarantees to ensure that the Data Processing complies with the requirements set out by the applicable legislation, and to carry out the appropriate technical and organizational measures ensuring the protection of the rights of Data Subjects. In order to ensure the security of the Personal Data, Data Processor, inter alia, shall make sure that the stored Personal Data can only be accessed by authorized persons through the internal system or by direct access, and only in connection with the purpose of the Data Processing and they shall place the device storing the Personal Data in a closed space ensuring adequate physical protection.

10.11 Taking the nature of the Data Processing into account, Data Processor assists Data Controller with the appropriate technical and organizational measures to comply with its obligations in terms of responding to the requests relating to the exercise of the rights of the Data Subjects.

10.12 Data Processor assists Data Controller in complying with its obligations set out by the legislation in connection with the security of the data and the data protection impact assessment, taking the nature of the Data Processing and the information available to Data Processor into consideration.

10.13 It is the exclusive obligation of the Data Controller to ensure the execution of the rights of the Data Subjects; Data Processor is not obliged and entitled to ensure the execution of the rights of the Data Subjects. At the same time, taking the nature of the Data Processing into account, Data Processor assists Data Controller as far as possible to be able to comply with its obligations in terms of responding to the requests relating to the exercise of the rights of the data subjects. On request of Data Controller and as far as possible, Data Processor shall assist Data Controller to provide the answers to the questions of Data Subjects in context of the right to information and right to access by Data Subjects as regulated by GDPR, the right to rectification, to object, restriction of processing, erasure of Personal Data (deletion) or to data portability. In the case where Data Controller becomes aware that the Data Subject objects to the processing of his/her data in any way, or exercises his/her right toward Data Controller, Data Controller commits to communicate any information relating to this fact to Data Processor without delay, who shall continue carrying out its data processing tasks according to the instructions of Data Controller. If the instructions of Data Controller result in any expense for Data Processor and Data Controller charges a fee to the Data Subject according to section (5) of article 12 of the GDPR, Data Controller shall reimburse the justified expenses of Data Processor.

10.14 Data Processor provides Data Controller with all information necessary for it to comply with its obligations specified in the legislation, and which allows and facilitates the audits carried out by the auditor engaged by Data Controller or Data Processor, including on-the-spot inspections. Information specified in this section that would infringe or threaten the legitimate financial, economic or market interests of Data Processor if they are acquired or used by unauthorized persons, disclosed to other persons

or published are considered as business secrets of the Data Processor. Data Controller commits itself to confidentiality of business secrets, and it is obliged to reimburse all damage of Data Processor arising from the breach of this obligation by Data Controller.

10.15 Data Processor notifies Data Controller without delay if it appears that any of the instructions of Data Controller is not compliant with the GDPR or other applicable legislation. In this case Data Processor may decide to suspend the execution of the instruction in question as long as Data Controller does not confirm or change it.

10.16 Data Processor is obliged to notify Data Controller without undue delay, but within 48 hours at the latest after becoming aware of any Personal Data Breach. The breach is to be investigated jointly by Data Controller and Data Processor in a way that enough time remains to carry out the risk assessment and for Data Controller to report the data protection incident to the competent data protection authority within 72 (seventy-two) hours after detection.

10.17 After completing the provision of its Services, Data Processor shall delete or return all data to Data Controller on the basis of the decision of Data Controller, and delete all existing copies without undue delay unless the retention of the personal data is set out by law.