#### PRIVACY POLICY

In compliance with the law 15/1999, of December 13th about privacy policy protection on personal data, users of this web site are informed\* that IQ Tennis & Pickleball Centre complies with obligations, duties and warrantee to which it is obliged to conforming on what it is established on the normative in force on personal data privacy policy and supplementary normative.

The data supplied by the User to IQ Tennis & Pickleball Centre upon completing the form on the web site will be incorporated into a database to which it is holder and responsible IQ Tennis & Pickleball Centre, with legal office 9230 163 St NW Edmonton AB provided with Vat number BN719522005.

The user providing personal data to IQ Tennis & Pickleball Centre agrees and allows his data to be part of an automated processing by IQ Tennis & Pickleball Centre which ensures, with the privacy policy, the absolute confidentiality about every private personal data submitted by the user. In doing so, the user commits, on his side, to keep the same confidentiality on all data provided and on the private access codes in particular.

The automated processing of the data supplied by IQ Tennis & Pickleball Centre it will have the main purpose of the possibility or provide a personalized service to the user allowing a correct provision the service contracted by the user. In addition, data can be used for statistical and publicity purposes, proposing to the user new products and promotions offered by IQ Tennis & Pickleball Centre Or by third parties.

User's rights: in compliance with the third point of the 15/1999 law, of December 13th, on personal data policy protection, the users are informed about the possibility of exercise, in case users need to do so, and without the necessity of a justified cause, the right of access, modification, cancellation and objection of their personal data contacting IQ Tennis & Pickleball Centre at 9230 163 St NW Edmonton AB with BN719522005. Access rights: the person involved will have the right to ask for and obtain for free information about his/ her personal data subjected to the processing, their origins, communications made or what it is supposed to do with them. Information can be obtained by simply consulting the data by visualizing them or by the indication of the data, which is subjected to the processing by a written, copy, fax, certified or non-certified photocopy, with legible and comprehensible form without using writing or codes which require additional special devices.

This right can only be exercised in a twelve-month period, except when the interested party proves legitimate interest to it, in this case he/she can exercise it before. Right of modification and cancellation: the data can be modified or deleted when the processing doesn't comply with what it is provided on the law 15/1999 and when it turns out to be incorrect or incomplete. IQ Tennis & Pickleball Centre will make effective the interested person's right of modification or cancellation in a period of ten days. The cancellation will make into effect the block the data, retaining it only for facilitate it to public administrations, judges and courts in case of clarifications during the processing during the period of statute of limitation. Once this time has passed removal will take place. In the event of modification or cancellation would have been previously communicated, IQ Tennis & Pickleball Centre will notify the modification or cancellation to whom has made the communication, in case of maintaining the processing of the previous, removal will take place too. \*

On proceedings for which rights of objection, access, modification or cancellation are exercised, they will be subjected to regulations, without the need for compensation. Obligations on information supplied by the user: the data provided by the user during the registration process will always need to be true authentic and exact and must inform about any modification that has been made. The data used for the process should be considered relevant, adequate and not excessive in relation to the purpose of the objection. In case of denial of the user on any data requested, IQ Tennis & Pickleball Centre has the right to reject the user access and utilization of the content and services of the web page.

Data transfer: it is considered authorized the consent the transfer of data collected on the web page form www.iqtpc.ca when this transfer is made to the providers necessary to comply with the purpose of the form.

Security and cookies: IQ Tennis & Pickleball Centre ensures the users that the web page complies with the levels of security established by normative relevant to data protection and prevents any alteration, loss, access without authorization or abuse of the data with all technical resource available.

IQ Tennis & Pickleball Centre informs users of the application of the cookies on this web page. The cookies are temporary registries that, by an automatic entry by the user's device, allows to offer personalized content to the user. However, the cookies used are associated anonymously both with the user and device, in this way there's no reference in relation to personal data of the user. In any case, the user can modify the configuration of the device by the browser's tools bar, deactivating or eliminating all the cookies the user thinks appropriate.

Objection to the advertising mailing and subscription canceling:

- Objection to advertising communication sending: complied by the law 34/2002 of July 11th, the services of the society of information and electronic commerce, the user can cancel the subscription at any time and with no additional charge, the sending of advertising communications sent by IQ Tennis & Pickleball Centre. Users can use this option without the need to cancel the subscription of the web page.
- Subscription canceling: users can cancel the subscription by communicating so to IQ Tennis & Pickleball Centre. This notification can be made via web page or by notifying by a mean that can confirm the decision contacting IQ Tennis & Pickleball Centre at 9230 163 St NW Edmonton AB.

## WEBSITE LEGALITY NOTICE

Legal owner of the Web or Club

According to the law 34th/2022 of July 11th, of information society services, this data is included:

COMPANY: IQ Tennis & Pickleball Centre ADDRESS: 9230 163 St NW Edmonton AB

VAT NUMBER: BN719522005

The navigation on the site, the utilization and/or the of any type of products of the shop, assume the unreservedly acceptance, as a user, of the General Use Conditions of the web, of the General Agreement Conditions and of Specific Conditions in case of there would be an of services and products. With what previously said, the User is understood as anyone who explores the web and/or uses the services included in the club or in case anyone who buys any service or product offered by the club. This General Conditions will be applied to both the promotional activity and to the collection of the information done through the web like purchase of goods and/or the provision of services offered by the club, in such way that those will be every time applied by the simple navigation on the web but also for the purchase of goods and/or provision of services offered by the club although these would apply to General Use Conditions, General Agreement Conditions that have to apply and specific conditions which could be set.

## Web page aim:

IQ Tennis & Pickleball Centre's web page has the aim of offering rental services of sports courts.

### Modification regimen:

IQ Tennis & Pickleball Centre has the right of unilaterally amend, at any time and without any previous notice, general conditions and specific conditions which could eventually be set; the configuration, presentation and web page design or of any type of element included; the information, general o special content supplied and, in general, any other type of circumstance not specified, included the removal of the web page or some if its elements. After any modification is implemented on the web, the successive log in of the user implies the approval of the user of it.

Notwithstanding the above IQ Tennis & Pickleball Centre has the right to revoke, at any time and arbitrarily, free access to the web site or the use of information and content. In this case the user will be notified on the main page of the web site in a reasonable time in advance.

#### Rules of use of the web site:

The user must use the web site under these general conditions and under special conditions those exist; and, similarly to the Law, customs and public order. Accordingly, as declarative but not limiting the user must:

- Not use the web site, nor use elements, information, content and services implemented, violating the general conditions and/or any special conditions or violating the Law, customs and public order.
- Not to send, in any case, advertisement or commercial communications of any type nor emails without the previous explicit consent of the recipient for both individual and collective emails. Likewise, is it forbidden to obtain and use distribution lists which could possibly be accessible from the web page and hand them over, together with the data contained on them, to third parties, independently of the purpose of it.
- Not harm, during the use, the right, of any type, which corresponds to third parties.
- Not to use any other device to which the web page allows for the collection of information, content and services of it when this collection is being authorized by IQ Tennis & Pickleball Centre.
- Not to access illegally on the web page nor on third parties computer systems nor spread viruses which can cause damage to the devices or computer systems, whichever they are and independently of the owners.

- Not to engage in activities which will impede the access and the use of the web site, with the appropriate conditions, for the rest of the users.
- Not to create hyperlinks or links between any other web page, including that of the user's, or any other web page or page accessible from the internet and the IQ Tennis & Pickleball Centre's web page unless explicitly authorized by a written form by IQ Tennis & Pickleball Centre and in any case with the conditions established. Any user who doesn't comply with the above will be the only and exclusively responsible for the damage and inconvenience caused to IO Tennis & Pickleball Centre or third parties.

# Intellectual propriety:

The right of intellectual propriety for the content of the web page is owned by IQ Tennis & Pickleball Centre or has been given the license by the respective owners. IQ Tennis & Pickleball Centre has all the reserved rights and doesn't provide any license or authorization for any type of use in any case.

The user must not harm, in any case, the rights mentioned above and also use the web site with its elements and contents, for his own private use. Consequently, the user, as declarative but not limiting the user must not use the web site with business or commercial purposes; nor reproduce, copy or disclose elements, information, services or content in any way; nor provide or permit access to third parties to those elements, information, services and content by any type of communication method.

## Responsibility regime:

IQ Tennis & Pickleball Centre will be the only responsible of the Commercial Policy to commercialize products and services offered and of content of the web site. It will only be held accountable for damages that the user could suffer as a consequence of the utilization of the web site when that damage can be directed to malicious acts by the club. The user accepts that both the use of the web site and the purchase of products offered on it are made under the user's own risk and responsibility.

IQ Tennis & Pickleball Centre will not be held accountable for any inconvenience which could be created, as declarative but not limiting (I) interference, omissions, interruptions, computer viruses, malfunctions or disconnections with the electric systems or with devices or computers of the users caused by reasons beyond IQ Tennis & Pickleball Centre, which will impede or delay the provision of services or the navigation system; (ii) delays or blocks on the use caused by deficiency or overload of the internet or in other electronic systems; (iii) which could be cause by third parties by illegal intromissions beyond the control of the club and which could not be linked to IQ Tennis & Pickleball Centre; (iv) the discrepancy of the information, documentations and/or content of the web which could differ between the electronic version and the printed version; (v) the impossibility to offer the service or to permit access due to caused not directly linked to IQ Tennis & Pickleball Centre, caused by users, third parties or due to circumstances beyond control.

IQ Tennis & Pickleball Centre cannot guarantee in any way whether the users will make use of the service according to the law, under the General Conditions, under generally accepted customs and public order, nor that they use it in a careful and wise way.

#### **REFUND POLICY**

IQ Tennis & Pickleball Centre will not refund the amount paid for the reserved paid by credit card of any type of service undertaken on the web site. The amount paid will be refunded only if the

user cannot enjoy the service caused by the club.

Purchase of products and payment methods

To purchase any product from the shop, the user will have to follow the instructions suggested on the web site, which would suppose the reading and agreement of all the General Terms and Conditions and, if it would be the case, of all the Specific Conditions that could rise. The user, by clicking on "on-line reserve" will then navigate on different web pages:

Course Finder: the user will have the option to choose between the courts and dates available, duration of matches and start time. Before clicking on "Course Finder" the user will have to accept the conditions mentioned. Once the user clicks on the course finder, he/she will be directed to the next web page to the court selection.

Court selection: here the user will have a list of all the available courts according to what was selected previously. It will have all the information regarding the court type and price. The user will have to click on the reserve button to go onto the next page.

Authentication: if the user has not previously logged in, he/she would have to do it at this time.

Payment method selection: user will have to select the type of payment which would be by credit card or by charging the virtual wallet.

Payment finalization: once the user chooses the payment type, he/she will make the payment. Payment by card: through "RedSys" system.

Virtual Wallet: buying a pre charged voucher at the club.

#### General Fares

The products and/or services provided by the club will be shown on the page together with prices and their characteristics. The prices shown on the page are in euros and with value added tax include and any other type of tax and they will always be valid, except in case of typing errors.