

## TERMS OF USE – MATCHi

*These Terms apply to your use of the Service.*

The sports facilities and venues (below called “Venues”) where you make a booking have separate terms that will apply to your specific booking or purchase. For example, the Venues have their own terms on cancellation, refund, purchase and conditions for using their respective facilities or taking part in any activities.

When you have made a booking or purchase through MATCHi at a Venue, it will be available to that specific Venue in its booking system. We only act as a facilitator, which means your booking, as well as your payment, will be forwarded to the relevant selling Venue. This also means that the Venue is fully responsible for its facilities, its services and its acts and omissions and we are not liable to you or any person for anything that is related to the Venues and its goods and services.

In addition, we also provide our own offering which is the booking service and its associated offerings, functions and features which we describe in more detail below. Much is provided free of charge but some features or items may carry a fee and if so it is clearly advertised within the Service.

Below you will find some examples of features and information that become available when you choose to register a MATCHi account:

- create a profile and provide information such as your contact details, date of birth and picture as well as a description of you and information you wish to provide;
- find available courses and activities at Venues;
- book and pay for courses and activities, become a member or purchase Vouchers at Venues;
- get an overview of previous and upcoming bookings, activities, messages, recordings, favourite Venues, membership at Venues, playing level and game strength;
- get information about your booking history, saved vouchers (coupons, gift cards) and pending and previous payments. It is also possible to add and save a payment method;
- experience the community aspect by connecting with other players, see other players who are registered for activities, invite them to your booking and possibly split the payment between participants;
- get access to Padelboard by MATCHi - a complete Tournament tool where Players can take part in the competitions organised by Venues and find matches, report and follow standings and results, receive tournament-ID, text message or QR code for a specific Tournament;
- manage account settings and preferences, such as subscription to newsletters;

- activate the optional and free matchmaking function, which gives you the possibility to match with another player based on your profile and playing behaviour, for example how often, where and when you play. You can also get an overview of players that you have matched with; and
- any other optional function/feature/service offered from time to time.

To register and manage your MATCHi account and your use of the Service, we will need to process your personal data. The type of personal data will vary depending on what parts of the Service you are using. You can read more about our processing of your personal data in our [Privacy Policy](#) and we also recommend that you review the Privacy settings and other settings within the Service to suit your preferred option and we alert you to the fact that parts of the Service require you to enter information about yourself as well as make information available to other participants - mainly regarding participation in competitions.

*On the following pages you will find our Terms in their full and detailed version. Some of the information is included due to legal requirements. Therefore, they might feel a bit lengthy and cumbersome – but do not hesitate to contact us if you have any questions. You can contact us by email at [support@matchi.se](mailto:support@matchi.se) or regarding Padelboard at [hello@padelboard.app](mailto:hello@padelboard.app).*

## **THE TERMS OF USE – FULL AND DETAILED VERSION**

### **1 General**

- 1.1 MATCHi AB, with Swedish company reg. no. 556871-6129 (the “Supplier”, “we”, “our” or “us”) provides an online booking system (the “MATCHi”) available by login at our website [www.matchi.se](http://www.matchi.se) (the “Website”) and/or in our MATCHi mobile application (the “MATCHi App”) and a supplementary competition tool for tournaments called Padelboard by MATCHi (the “Padelboard App”) referred to together as the “Apps” and for all of the above the “Service”.
- 1.2 Through the Service, we provide an online booking eco system with community aspects for several sports, mainly racket sports, creating a possibility to find, book and pay for sport activities or purchase vouchers or memberships, take part in competitions or other offerings at the sports facilities, venues, clubs or associations that are connected to the Service (the “Venues”). The main features of the Service are described above in the introduction of these Terms.
- 1.3 These Terms of Use (the “Terms”) regulate your (the “User” or “you”) use of the Service, including when you register a MATCHi account, log in to your MATCHi account and use the Service on the Website and/or in the Apps. These Terms apply to use of the Service and all content offered, sold and/or made available on the Website and/or in the Apps by us as Supplier. Note well - if you make a booking, enter a competition or make a purchase at a Venue, that Venue’s terms will apply to your booking, purchase or participation. We describe this further below.

- 1.4 In order to accept these Terms and use the Service, you must acknowledge that you have the necessary legal competence, e.g. that you are of legal age. If you do not have such necessary legal competence, you confirm that you have received your parent's or legal guardian's permission to use the Service and that your parent or legal guardian hereby agrees to these Terms on your behalf.
- 1.5 By accepting these Terms, you undertake to comply with them for the use of the Service. Accepting the Terms means that you confirm that you have understood the Terms, that you undertake to comply with the Terms and that the information you provide in the Service is correct, honest and up-to-date.
- 1.6 If you act on behalf of a legal entity, you accept the Terms both in your own right and on behalf of such legal entity and guarantee that you are authorised to accept the Terms on behalf of the legal entity.
- 1.7 The Supplier is not liable to you or any person for the Venues, its facilities, its goods and/or services and its acts or omissions.
- 1.8 You may find links to external websites within the Service. One example could be a Venue's own website(s). Such links might be provided for convenience, informational purposes, or even legal purposes. You should be aware that if you follow such links then you are leaving the Service and, as we do not have control over such websites, we encourage you to exercise caution and consider reading any available privacy information on such a website.
- 1.9 It is important for us to comply with applicable laws. These Terms will apply to the maximum extent allowed by national mandatory law in the User's country of residence where we market the Service.

## **2 About the MATCHi Account**

- 2.1 When you register a MATCHi account, you can make use of several features and information as you can read examples of above in the introduction to these Terms or learn more about within the Service as it is continually evolving.
- 2.2 Your MATCHi account gives you access to MATCHi, the MATCHi App (which present you with more features than the Website) and the Padelboard App. The Apps are two separate applications today and until we have integrated them fully you will need to download them each separately to use all that the Service offers.
- 2.3 To register a MATCHi account, you need to register your first and last name, e-mail address and password. It is also possible to register an account by connecting to your Apple account, Facebook account or other account you may use which we offer an integration with. In that case, we will collect your personal data from Apple, Facebook or relevant account entities, as the case may be. You may also choose to share more personal data. Information regarding our processing of your personal data can be found in our [Privacy Policy](#).

- 2.4 The registration of a MATCHi account is free of charge. We reserve the right to add or remove features, functionality or offers and make it available to you with or without a charge or a fee. If use of the Service incurs a fee, it will always be clearly stated and evident to the user but if you enter competitions, or activities or sign up to events via the Venues templates/forms, please note that the Venues might charge you separately.
- 2.5 It is only allowed to have one (1) account per User.
- 2.6 You undertake to ensure that no one but you can use your login credentials. You shall not reveal the password to any unauthorised person and shall ensure that any documents revealing your username (e-mail address) and password are stored in a way that prevents unauthorised access to the information. You must immediately change the password or notify us if you suspect that your login credentials have been compromised.
- 2.7 If you enter any information, such as match results for example, we do not guarantee it will be available for a specific time and we will not be held liable for any loss of such content which we may choose to delete from the Service at our discretion.
- 2.8 You can delete your MATCHi account and/or uninstall either of the Apps at any time. We also reserve the right to delete your MATCHi account if it remains unused for an extended period in time and you do not take action after being notified of a pending deletion.

### **3 User Requirements**

- 3.1 Subject to these Terms, we grant the User a right to use the Service on a device owned or controlled by the User in a manner consistent with its intended purpose.
- 3.2 The User is responsible for not using the Service in any way that is illegal or causes damage or inconvenience to others. We comply with Swedish law. We are not obliged to pre-screen or moderate any content however, we reserve the right to remove any content or similar that we deem is inappropriate, harmful or illegal. If we suspect that the User's account or login information is misused or if the usage otherwise violates the Terms, we also have the right to restrict, suspend or terminate the User account. We have the right to, irrespective of the reason, assign the User with new login details.
- 3.3 The User may not; (i) copy, create a derivative work of, reverse engineer, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify it in any manner or form; (ii) use any method or tool to compromise the security of the Service; (iii) access the Service or part thereof by automated means or any means other than through the interfaces provided.
- 3.4 In the event that it is revealed that any use of the Service by the User is in breach of these Terms, the User shall reimburse us for all reasonable costs and expenses related to such use.
- 3.5 In case of restriction, suspension or termination of accounts, we always inform the User. No automatic decisions are made but a measured and considered approach striving for objectiveness and proportionality is applied. Any complaints may be directed via our single point of contact, the [Players Help Center](#).

## **4 Bookings, Purchases and Payments Within MATCHi**

- 4.1 You may book and pay for courses and activities at Venues, or purchase vouchers, memberships or other offers through your MATCHi account.
- 4.2 The Venues and their contact details as well as the courses, activities, competitions with tournament information and time slots available to you will be stated on the Website and in the Apps and may vary from time to time. Please note that the Supplier is not responsible for the available Venues, courses, activities, competitions, time slots, memberships, vouchers or other offers by the Venues.
- 4.3 A purchased booking within MATCHi may only be used in its entirety on a single occasion. It is not possible to save a booking for future use. The booking is personal and may not be transferred to another party, unless otherwise specified.
- 4.4 Venues or MATCHi sometimes choose to issue different types of redeemable value cards, punch cards, vouchers or other documents (hereinafter "Vouchers") where the purchaser pays in advance and can then use the balance on the Vouchers to pay for goods or services at one or more Venues for a determined length of time under the terms and conditions determined by the issuer.
- 4.5 When you make a booking or purchase through MATCHi, your booking or purchase will be forwarded to the relevant Venue. Your booking will be available to the Venue in the Venue's booking system. The Venues act independently from us and are by no means part of the Supplier. The Venues are not agents of us and the Venues do not have any right to represent us. We are not, to the extent permitted by applicable law, responsible for any information or content on the Venues' websites and/or applications or any information provided by them, we are not responsible for the Venues facilities, its goods, services, Vouchers and or its acts or omissions.
- 4.6 We act as a facilitator of the bookings or purchases that you make at the Venues through the Service, including for the payment of the booking, membership, Voucher or other offer. This means that when you make a payment at our Website or in our MATCHi App, payment is made to us or a party designated by us and then your payment is forwarded to the relevant Venue. We act as a commercial agent in the name and for the account of the Venues. We do not bear the costs or the benefits of the legal transaction to be carried out but settle accounts with the Venue in question.
- 4.7 The prices that are stated on the Website and/or in the Apps at the time of booking or purchase apply to your booking or purchase. All prices are represented in local currency including, if applicable, VAT.
- 4.8 If the price or information about a course, activity or other offer listed on the Website and/or in the App is incorrect and you realised or should have realised that, the price or information will not apply to the purchase. In that case, we will contact you as soon as possible.

- 4.9 We offer different payment options and you can choose which payment option that you want to use. We, and/or the payment service providers we make use of, have the right to choose which payment options to offer, which can differ from time to time. The available payment options that you can choose from are always stated clearly before the completion or check-out. Additional costs may apply, depending on the option that you choose.
- 4.10 It may be possible for you to cancel your booking and receive a refund, depending on and according to the Venue's terms for cancellations and refunds. The applicable terms may therefore vary depending on at which Venue the booking has been made. This means that you may be charged a cancellation fee or that you will have to pay the full price for your booking according to the Venue's terms for cancellations and refunds. The specific terms that apply to your booking will be stated on the Website and/or in the App at the time of booking. Each Venue might in addition to the above also have terms applicable to the use of their facilities, participation in activities, redemption of Vouchers or purchases of goods or services.
- 4.11 We may also charge for the use of our Service or particular features and offerings thereof. If any use incurs a fee upfront or upon your cancellation, this will be stated on the Website and/or in the App at the time of booking. Such fees and charges are not for the account of the Venue and will not be forwarded to the Venue.
- 4.12 In addition to the above, part of our own offer is the option to split a payment between several players when making a booking. The User initiating a booking with a split payment is always responsible and agrees to pay up to the full amount of the booking, should invited players not follow through and pay their part or cancel their payment, and the User initiating the booking will therefore be subject to a reservation or even charge of the full amount until after the booked session when other participants no longer can make changes.
- 4.13 When opting to use features which incurs a fee, such fee is not refundable and you agree to it being carried out immediately. However, if you purchase a Voucher from MATCHi and you are located within the EU, you have certain rights to withdraw, see section 10 below.

## **5 Modifications and Updates**

- 5.1 The Service is an online service and we will provide the version of it that is the most recent one available at the time of the conclusion of these Terms.
- 5.2 If you use any of the Apps, we will provide updates and features as they become available and provide you with updates, including security updates, in order to keep the Service secure and in conformity with these Terms. In some cases, you need to take action to update the Apps. You are free to choose whether to install the updates provided. If you decide not to install the updates, you should, however, not expect that the Service remains in conformity with these Terms. If you decide not to install updates which are necessary for keeping MATCHi in conformity with these Terms, including security updates, it will affect our liability for conformity in relation to those features that the relevant updates are supposed to maintain in conformity. If an update is required, we will inform you of this and any consequences of not implementing the update.

- 5.3 In addition to modifications aimed at maintaining conformity, we will under certain conditions modify the features of the Service, provided that we have a valid reason for such modification and if it is without cost for you. We have a valid reason to make changes where the modification is necessary in order to adapt the Service to a new technical environment or an increased number of users, if we have other important operational reasons, if we want to develop or add any type of features or contents or if we want to improve the user-experience of the Service or part thereof. We will inform you of any changes in accordance with mandatory regulations.
- 5.4 You always have the right to, at any given time, stop using the Service, delete your MATCHi account and/or uninstall the Apps, independent of whether we have made changes to it or not.

## **6 Maintenance and Support**

- 6.1 Although it is our ambition, we cannot guarantee that the Service, the Website and/or Apps are provided without technical disruptions. We may therefore have to restrict the access to the Service, Website and/or Apps due to for example service, support, safety or technical reasons.
- 6.2 If there is any problem with the Service, the User shall, to the extent that can be considered reasonable, work together with us to determine if it is the User's hardware, software or network connection that causes problems with the Service. If not, we may not be able to help the User with the problem.
- 6.3 If there is any problem with the Service, the Website and/or the Apps, or if the User is dissatisfied in any way, we should be contacted as soon as possible. Our contact details are stated below in section 13. We will do our best to try and find a solution to the problem as soon as possible.
- 6.4 You are fully responsible for protecting your technical equipment against unauthorized use, including using appropriate anti-virus software and firewall.

## **7 Special Terms for the Apps**

- 7.1 Download and use of the Apps is free of charge but use of some features may come with a charge or fee.
- 7.2 The Apps is downloaded in App Store or in Google Play Store by the User. In App Store and in Google Play Store, respectively, there are requirements for the User to meet certain terms in favour of Apple Inc. and Google LLC, respectively (the "**App terms**"). In case of conflict between the App terms and the Terms, the App terms take precedence.
- 7.3 The User acknowledges that the Terms only apply between the User and the Supplier and not between the User and Apple Inc. or Google LLC. The Supplier is solely responsible for the Apps and their respective contents.

- 7.4 The User confirms that the Supplier is solely responsible in accordance with the Terms to meet all demands from the User or another regarding the App or the User's possession and/or use of the Apps.
- 7.5 The User confirms that Apple Inc. and Google LLC, respectively, have no obligation to furnish any maintenance and support services with respect to the Apps and that the Supplier is solely responsible for providing any maintenance and support services with respect to the Apps as specified in the Terms or as required under applicable law. If the User experiences that any of the Apps is faulty it is important that the Supplier is informed as soon as possible. The Supplier's contact details are stated below in section 13.
- 7.6 If the User has downloaded any of the Apps from **Google Play Store**, Google has no warranty obligation whatsoever with respect to any of the Apps and any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- 7.7 If the User downloads either of the Apps from **App Store** the following also applies:
- (a) The User confirms that the Supplier, and not Apple Inc., is solely responsible for any of the Apps and its contents.
  - (b) The User confirms that the User is only granted a non-transferable right to use any of the Apps on any Apple-branded products owned or controlled by the User in a way that is allowed according to Apple Media Services Terms and Conditions.
  - (c) In the event of any failure of any of the Apps to conform to any applicable warranty, the User may notify Apple, and Apple will refund the purchase price for any of the Apps to the User. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to any of the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Supplier's sole responsibility.
  - (d) The Supplier is also responsible for addressing any claims of the User or any third party relating to any of the Apps or the User's possession and/or use of any of the Apps, including, but not limited to: i) product liability claims; ii) any claim that any of the Apps fails to conform to any applicable legal or regulatory requirement; and iii) claims arising under consumer protection law or similar legislation.
  - (e) In the event of any third party claim that any of the Apps or the User's possession and use of any of the Apps infringes that third party's intellectual property rights, the Supplier, and not Apple Inc., will be solely responsible for the investigation, defence, settlement and discharge of such intellectual property infringement claims.
  - (f) By accepting the Terms, the User represents and warrants that (i) the User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) the User is not listed on any U.S. Government list of prohibited or restricted parties.

- (g) Any questions, complaints or claims with respect to any of the Apps should be directed to the Supplier by the contact information stated in section 13.
- (h) The User must, in addition to complying with Apple Media Services Terms and Conditions, also comply with applicable third-party terms of agreement when using any of the Apps.
- (i) The User acknowledges and agrees that Apple Inc., and its subsidiaries, may be a third-party beneficiary of the Terms and, upon the User's acceptance of the Terms, Apple Inc. will have the right to enforce the Terms against the User as a third-party beneficiary of the Terms.

## **8 Intellectual Property Rights**

- 8.1 The Service, MATCHi and all intellectual property rights associated therewith are, and will at all times remain, the sole and exclusive property of the Supplier. The User has no right, title or interest in or to the Service or the intellectual property associated therewith, except as expressly set forth in these Terms.
- 8.2 Content on the Website and/or in the Apps may not be used to a greater extent than is necessary for the User in order to use the Service under these Terms and in the intended manner.
- 8.3 You warrant that if you as a User upload anything to the Service, such as profile pictures or other information, you have the right to use such information and that it does not infringe any third party rights.

## **9 Personal Data**

- 9.1 We are the controller for the processing of your personal data relating to your use of the Service. We process your personal data mainly to administrate your MATCHi account and to provide the Service. Information regarding our processing of personal data can be found in our [Privacy Policy](#).
- 9.2 Your personal data will also be processed by the Venues or other partners where you have made a booking, purchase or are a member or similar. Venues or partners are also controllers for processing of personal data to administrate your bookings, purchases and memberships, etc. Information about our respective responsibilities in relation to this can be found in our Privacy Policy and to the extent the Venue or partner is the controller, in the Venues or partners equivalent document.
- 9.3 As the Venues or partners will also process your personal data as independent controllers and will inform you of this separately, we suggest you read their information on privacy and personal data.

## **10 Right of Withdrawal**

- 10.1 According to mandatory EU consumer protection legislation, you have the right to withdraw from your agreement with us within fourteen (14) days from the day you downloaded and accepted these Terms. Since the Service to some extent is free to use, if you choose to exercise this right, we recommend that you do so by removing your MATCHi account. However, if you use any features incurring a fee, you agree to the service being carried out promptly, or even instantaneously, and you explicitly forgo any right to withdrawal in relation thereto. If you purchase a Voucher issued by MATCHi, the right to withdrawal described applies to you and if you wish to exercise your right, you must contact us within 14 days of your purchase. You may use one of the standard forms for withdrawal provided by the Swedish Consumer Agency, linked under section 10.2 below and you do not have to give a reason for your decision but must make clear to us that you want to withdraw.
- 10.2 If you use any of the Apps you also need to uninstall each of the Apps individually from your phone. You can also contact us on the contact details specified in section 13 below or use the Swedish Consumer Agency's standard form for exercising the right of withdrawal which you can find [here](#).
- 10.3 You can always stop using the Service, uninstall the Apps and/or delete your MATCHi account even if the above-mentioned 14-day period has passed. If you have any questions or wish to withdraw from your agreement with us, you can always contact us on the contact details specified in section 13 in these Terms.
- 10.4 The right of withdrawal according to mandatory EU consumer protection legislation does not apply to the bookings and purchases you make at Venues through MATCHi, since these concern leisure activities carried out on a given day or for a limited period of time. Therefore, you have no right to withdraw from bookings at Venues. You may however in certain cases cancel your bookings and receive a refund according to the Venues' terms for cancellations and refunds as stated above in section 4, but we reserve the right to charge a standard cancellation fee.
- 10.5 When purchasing from a Venue within the EEA, you might have a right of withdrawal according to mandatory EU consumer protection legislation, for purchases that are not bookings of leisure activities. In such a case, you must contact your Venue directly to exercise your right and you must do so within 14 days of your purchase. You find your Venues contact details on your receipt or on the Venues own section of MATCHi. If you wish, you may use one of the standard forms for withdrawal provided by the Swedish Consumer Agency, linked under section 10.2 above. You do not have to give a reason for your decision but must make clear to the Venue you that want to withdraw.

## **11 Complaints**

- 11.1 If there is something wrong concerning your use of the Service, you have the right to make a complaint during the time that these Terms apply and up to two months from the time of termination of these Terms. In the event of a successful complaint you have a right to compensation and amendment in accordance with mandatory law.
- 11.2 If you want to make a complaint, you can contact us on the contact details stated in section 13 below.

- 11.3 Our liability is as limited as permitted by applicable law or mandatory consumer protection law in your country of residence where we market the Service.
- 11.4 The Supplier is not responsible for the service provided by Venues at the respective facilities and will not accept any claims related to the Venues, their products, services, acts and omissions.

## **12 Term, Termination and Changes**

- 12.1 These Terms enter into force on the adoption date set out below. Your agreement with us will enter into force when you start to use the Service or register a MATCHi account. Your agreement with us will remain in force until you delete your MATCHi account or, if you do not have a registered MATCHi account, stop using the Service.
- 12.2 You always have the right to, at any given time, stop using the Service, delete your MATCHi account and/or uninstall the App.
- 12.3 The special terms for the App (section 7 in these Terms) and all other terms regarding the App will enter into force when you install and use any of the Apps for the first time and will remain in force until you uninstall both Apps.
- 12.4 We reserve the right to make changes and amendments to these Terms. The latest updated version of the Terms is posted on the Website and in the App. Changes will become valid once you have accepted the Terms (when you use the Service), or thirty (30) days after we have informed you of the changes. You are entitled to delete your MATCHi account, stop using the Service and/or uninstall the Apps from your phone/device when you become aware of such changes.
- 12.5 We have the right to assign any part of our rights and obligations under the agreement between the Supplier and the User without the User's prior consent.

## **13 Contact Information**

- 13.1 If you have questions or want to file a complaint, you can reach out to our email-address support@matchi.se. Our postal address is Kyrkogatan 15, 411 15 Gothenburg, Sweden. You can also contact us via our single point of contact, the [Players Help Center](#).

## **14 Governing Law and Disputes**

- 14.1 Any dispute, controversy or claim regarding the interpretation or application of these Terms shall be governed by and construed in accordance with Swedish law and settled by public court in Sweden.
- 14.2 In the event of a dispute, we follow decisions from alternative dispute resolution bodies. You can contact The National Board for Consumer Disputes (ARN), either on their [website](#) or by sending a letter to Box 174, 101 23 Stockholm.

- 14.3 You can find information about alternative dispute resolution via EU's information portal accessed [here](#).
- 14.4 You may always lodge a complaint directly with us within 6 months of receiving a decision impacting your MATCHi account and/or the access or visibility of any content due to alleged illegality or incompatibility with these terms.

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These Terms of Use was adopted by MATCHi AB on the 21 of July 2022  
and the latest revision was made on the 30 March 2026.