

EU Data Act Addendum

Version: 05-2026

1. Applicability

This EU Data Act Addendum (“Addendum”) supplements and forms an integral part of the Terms of Use between MySports and the Customer or any other agreement between MySports and the Customer governing the Customer’s use of the Services (“Agreement”). The purpose of this Addendum is to ensure that the mandatory provisions of the EU Data Act pursuant to Article 25 of Regulation (EU) 2023/2854 (“Data Act”) are incorporated into the Agreement.

The provisions set forth in this Addendum shall apply exclusively to Customers established or residing within the European Union.

2. Definitions

Unless expressly defined otherwise in this Addendum, all capitalized terms that are defined in Article 2 of the Data Act shall have the meanings assigned to them in the Data Act.

For the purpose of this Addendum, the following additional definitions apply:

- 2.1. “**My Sports Extension Notice**” shall have the meaning as defined in Section 5.2.
- 2.2. “**Confidential Information**” shall include all data and materials, in whatever form, disclosed by the Disclosing Party to the Receiving Party, which are identified as confidential or should be reasonably understood to be confidential given the nature of the information.
- 2.3. “**Customer Extension Notice**” shall have the meaning as defined in Section 5.3.
- 2.4. “**Relevant Services**” shall mean the My Sports services listed in Exhibit 1 to this Addendum.
- 2.5. “**Initial Term**” shall mean the initial term of a Customer’s subscription to Relevant Services.
- 2.6. “**Intellectual Property Rights**” means all worldwide rights, title, and interest in and to all proprietary creations, including patents, copyrights, trademarks, trade secrets, designs, and any related applications or registrations, whether registered or unregistered.
- 2.7. “**Notice Period**” shall have the meaning as defined in Section 3.1.
- 2.8. “**Renewal Term**” shall mean each recurring subscription period following expiration of the Initial Term.
- 2.9. “**Retrieval Period**” shall have the meaning as defined in Section 9.1.
- 2.10. “**Switching Assistance**” shall have the meaning as defined in Section 4.
- 2.11. “**Switching Notice**” shall have the meaning as defined in Section 3.1
- 2.12. “**Transitional Period**” shall have the meaning as defined in Section 5.

3. Initiation of the Switching

3.1. Customer shall give MySports a notice that it initiates Switching of a Relevant Service no later than 2 (two) months prior to the initiation of Switching (“**Switching Notice**”, “**Notice Period**”).

3.2. Customer shall specify in the Switching Notice:

3.2.1. the Relevant Service that the Customer wishes to Switch;

3.2.2. whether Customer intends to (a) Switch to a different service provider and shall in this case provide the necessary details of the new service provider, (b) whether Customer wishes to Switch to an on-premises ICT infrastructure or, (c) whether Customer does not wish to Switch but only to erase its Exportable Data and Digital Assets; and

3.2.3. Customer's desired time window(s) for Switching and, if applicable, support/assistance requested by Customer from MySports in such time windows.

3.3. If MySports is not able to provide the Switching and/or Switching Assistance in the proposed time-windows, it shall notify Customer within reasonable time and propose alternative time-windows to Customer.

4. Switching Assistance

MySports shall provide reasonable assistance ("**Switching Assistance**") to the Customer and authorized third parties once the Switching process starts and throughout its duration so that the Customer can Switch within the Transitional Period. However, requests for Switching Assistance are not considered "reasonable" if they pertain to services for which MySports already offers adequate self-service application programming interfaces or other tools allowing Customers to retrieve and/or erase Exportable Data.

5. Transitional Period

5.1. MySports shall use reasonable efforts to facilitate completion of the Switching within 30 (thirty) days of the end of the Notice Period ("**Transitional Period**").

5.2. If MySports anticipates the Switching to be likely delayed due to technical or other obstacles, MySports shall (a) notify Customer thereof within 14 (fourteen) working days of receipt of the Switching Notice, and (b) indicate an alternative Transitional Period which shall not exceed 7 (seven) months following the Notice Period ("**MySports Extension Notice**"). Customer shall confirm receipt of the MySports Extension Notice within 5 (five) working days.

5.3. The Customer has the right to request a single extension of the Transitional Period for a reasonable duration, provided it does not exceed the term of the Agreement, regardless of any extension MySports may grant. The Customer must send a written notice ("**Customer Extension Notice**") to MySports indicating the desired alternative Transitional Period no later than one month before the original Transitional Period is set to expire. MySports will use reasonable efforts to comply with the Customer's request.

5.4. Customer shall continue to pay all charges in accordance with the Agreement during any Transitional Period.

6. Disclosures

6.1. Exhibit 1 to this Addendum identifies the categories of Exportable Data that can be transferred.

6.2. MySport's infrastructure is located in Europe.

6.3 Pursuant to Article 28 of the EU Data Acts: (a) the jurisdiction governing the provision of the services is specified in the agreement; (b) the hosting location of customer content is listed in the subprocessor list available at <https://public.sportalliance.com/mysports/de/mmp/privacy> and (c) My

Sports will handle all data access requests from authorities in accordance with our Technical and Organisational measures available at <https://public.sportalliance.com/mysports/de/mmp/tom/mysports-de-mmp-tom-20240223.pdf>.

7. Further Obligations of My Sports

7.1. During the Switching process, MySports shall exercise due care to ensure business continuity and the ongoing provision of functions as defined in the Agreement.

7.2. MySports shall inform the Customer about any known risks that may affect the continuous provision of its functions, provided these risks are attributable to MySports.

7.3. MySports is required to maintain an appropriate level of security during the Switching process. This includes, specifically, ensuring the security of the Data throughout their transfer and during the Retrieval Period.

7.4. MySports commits to providing reasonable support for the Customer's exit strategy concerning the Relevant Services.

8. Further Obligations of Customer

8.1 Customer agrees to implement all reasonable measures necessary to facilitate Switching.

8.2. Customer is responsible for the import and implementation of Data and Digital Assets in their own systems or in the systems of their new service provider.

8.3. Customer or any third parties authorized by the Customer, including any new service provider, must respect MySport's Intellectual Property Rights, trade secrets, and the confidentiality of all materials provided by MySports during the Switching process. MySport's prior written approval is required before disclosing any of its Confidential Information to a third party.

9. Data Retrieval and Erasure

9.1. MySports shall retain Customer's Data for a period of 30 (thirty) calendar days after termination of the Transitional Period for retrieval or erasure by Customer ("**Retrieval Period**").

9.2. MySports will erase all Exportable Data and Digital Assets either upon the expiration of the Retrieval Period or at a later date, when retention is mandated by applicable law.

9.3. Customer shall continue to pay all charges in accordance with the Agreement during any Retrieval Period.

10. Termination

10.1. In addition to any other conditions for termination provided in the Agreement, the Agreement also will terminate in accordance with this Addendum (a) on the successful completion of the Switching process ("**Event A**"); or (b) at the end of the Notice Period, if Customer notifies MySports in the Switching Notice that they do not wish to Switch but instead wish to erase their Exportable Data and Digital Assets on termination of the Relevant Services ("**Event B**").

10.2. In case of Event A, Customer shall promptly notify MySports of its successful Switching. That notification also shall constitute a termination notice, and MySports shall confirm the termination within 10 (ten) working days. MySports also may send Customer a request for confirmation whether the successful Switching took place and, if Customer fails to respond within 10 (ten) working days,

Event A will be deemed to have occurred, MySport's request for confirmation shall be deemed a notification of termination, and the Agreement shall immediately terminate.

10.3. If Customer notifies MySports of their intent to erase their Exportable Data and Digital Assets without Switching in accordance with Event B, that notification shall constitute a termination notice.

10.4. In accordance with Recital 89 of the EU Data Act, MySports may impose proportionate contractual fees for the early termination of the Agreement. Since MySports has relied on the Customer's contractual obligations for the fixed term of the Agreement in order to provide the services and make significant investments in the development, maintenance, and improvement of the SaaS platform, a request for early termination of the Agreement pursuant to this Addendum will result in the following: (a) The Customer will not be entitled to a refund or a discount for any unused, prepaid fees corresponding to services terminated before the end of an Initial Term or Renewal Term; and (b) to the extent the Customer has not yet paid the total fees for the remainder of the applicable term, the Customer shall be obliged to pay MySports an early termination fee. This fee shall be in an amount equal to the total fees that the Customer would have been obliged to pay MySports for the entire remainder of the term of the Agreement. This fee, along with all other outstanding amounts from the relevant order confirmations, shall become due and payable immediately upon the Termination Date.

10.5. Customer shall not be entitled to a refund of or a discount for any fees corresponding to Relevant Services terminated before the end of an Initial or Renewal Term.

11. Form of notice

11.1. All notices pursuant to this Addendum may be sent via e-mail.

11.2. Any notice provided to MySports pursuant to this Addendum must be sent to info@mysports.com.

11.3. Any notices to Customer may be sent to the e-mail address provided by Customer to MySports in connection with their user account(s). Customer is responsible for updating its information with MySports.

12. Other

This Addendum's clauses shall prevail in the event of any conflict or inconsistency with any other term of the Agreement, including its exhibits, attachments, and other addendums.

Exhibit 1: Technical Change Information

Relevant Service	Exportable Data	Data Portability
MySports Member App & Member Platform	Member profile data (name, contact details, e-mail, phone number, profile photo); health profile and fitness level data shared with studio; membership and contract details; communication preferences; app usage data	Export via MySports self-service data export (GDPR Art. 15/20 compliant) or via Magicline Open API where integrated. Machine-readable formats (JSON/CSV).
Class & Appointment Booking	Class and course booking history; appointment records (EMS, personal training); waitlist entries; cancellation records; booking preferences and recurrence settings	Export via MySports self-service data export or via Magicline Open API where integrated. Machine-readable formats (JSON/CSV).
Training Plans & Activity Tracking	Individual training plans (exercises, sets, repetitions, weights); training activity logs; fitness progress data; coach-assigned plans and adjustments; workout history	Export via MySports self-service data export. Machine-readable formats (JSON/CSV).
Online Sales (Vouchers, Day Tickets, Contracts)	Sales transaction records; voucher purchase and redemption data; day ticket purchases; online contract sign-ups; payment records	Export via MySports self-service data export or via Magicline Open API where integrated. Machine-readable formats (JSON/CSV).
Loyalty, Referral & Member Communication	Loyalty program points and reward history; referral records (referrer, referred member, status); push notification and message history; member engagement data	Export via MySports self-service data export. Machine-readable formats (JSON/CSV).