

Privacy Policy

1.1. Confidentiality

1.1.1. Users shall provide accurate information. AA Sport shall not be obliged to check every piece of such information. If during the provision of the Interactive Service, AA Sport discovers that the provided information is not accurate, AA Sport shall be entitled to cancel the Interactive Service subscription, delete the user account containing inaccurate information, and inform all Partners thereof.

1.1.2. The User may request AA Sport to deliver the User’s information held by AA Sport to the User (hereinafter: “Request”) by means of a contact form for delivery and erasure of the User’s information held by AA Sport. The User may use this form if the User wants their information to be deleted from AA Sport's database.

1.1.3.	If the User wants to have their data deleted, AA Sport will no longer be able to provide the Interactive Service to the User.
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1.1.4.	In case of User’s data erasure upon the User’s request, the User shall have rights stipulated by these Terms.
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5.1.4.1. If the User’s data are deleted, the User will no longer be able to use the Interactive Service and the remaining number of terms that the User has subscribed to.

5.1.4.2. The User agrees that the User will be entitled to claim the unused terms only in compliance with the “Complaints and Refunds” section of the Terms and the User waives their right to a refund of the paid amount commensurate with the unused terms due to inability to use the Interactive Service as a result of the User’s request for data erasure.

1.1.5. Personal information

1.1.5.1. Personal information is the data that accurately identifies an individual User. For the purpose of providing the Interactive Service, the User is required to enter their personal information into a corresponding online form to be able to use a certain option.

1.1.5.2. Personal information such as name and surname, e-mail address, phone number, etc. is required for use of the Interactive Service and other services.

1.1.5.3. If the Interactive Service is paid for through the Interactive Service, the User shall provide AA Sport with information on the number of the payment card to be used for payment, its expiry date, its authorisation code, and, subject to the card type, other information required for its use.

1.1.5.4. Depending on the Interactive Service that the user wants to use, certain pieces of information are designated as mandatory, while others as optional. If the User does not want or cannot insert information that is considered mandatory for certain Interactive Services, the User shall not be allowed to use such Interactive Services.

1.1.5.5. AA Sport shall use the User’s personal information only to offer better Interactive Services, improve the operation of Interactive Services, ensure control of administrative tasks, ensure contact with the User, improve AA Sport’s advertising and promotion results, and improve AA Sport's offer of Interactive Services on the market, as well as for the purpose of cooperation with law enforcement institutions.

1.1.5.6. AA Sport stores all data in databases and servers protected by modern security technologies, with the constant implementation of security measures for the data it processes.

1.1.5.7. AA Sport reserves the right to deliver the User’s personal information only to a financial institution (bank or other payment institution) and to the Partners who are listed as service providers through the Interactive Service, from whom the User has purchased certain membership within the Interactive Service, where such information may be

only the information that is used for the purpose of Interactive Service provision. AA Sport shall not be held responsible if the forwarded personal information is used by other persons for purposes other than the specified ones, and therefore cannot be held liable for any possible damages inflicted to the User as a result of such use by other persons.

1.1.6. General information

1.1.6.1. During the use of the Interactive Service, our server automatically records information sent by your browser (“Log Data”) accordingly. This Log Data may contain information such as the IP address of your PC or device, the operating system of the device, the type and version of the browser or the internet page you have visited immediately before accessing the Interactive Service, parts of our Interactive Service you visited, access time and date, time spent on such parts, the information you searched for on the Interactive Service, as well as other statistical data. AA Sport shall use this information for the purpose of tracking and analysis of the way in which the Interactive Service is used, the requested and provided services, for the purpose of technical maintenance of the Interactive Service, improvement of the operation and availability of the Interactive Service, and for the purpose of better Interactive Service customisation to meet your requirements.

1.1.6.2. This type of information shall be automatically collected by means of electronic tools at the moment when the User is using the Interactive Service.

1.1.6.3. AA Sport may use general information without any limitation to solve the problems of Interactive Service administration, improve its advertising and promotion results, improve its offer of products/services on the market, analyse trends, collect demographic data, analyse compliance with applicable regulations, and for the purpose of cooperation with law enforcement institutions.

1.1.7. Emails

1.1.7.1. Upon opening an account and registration with the Interactive Service, the User shall receive emails from AA Sport, where such emails shall be Administrative Emails and Promotional Emails.

1.1.7.2. Administrative Emails shall refer to the Interactive Service user activity and shall include messages related to the user account, requests, queries, and messages related to the purchase or payment for the Interactive Service or subscription. If the User does not want to receive this type of message, the User will not be able to use the Interactive Service.

1.1.7.3. Promotional Emails are used for advertising AA Sport’s Interactive Services and such messages are sent to Users who have opted to receive Promotional Emails. If the User does not want to receive such messages, the User may cancel receiving such messages at any time after the registration by a click on the unsubscribe button that may be found in every email.

1.1.7.4. This Privacy Policy shall apply to confidential information collected through the use of the Interactive Service by the User, and stored in AA Sport’s databases.

5.1.8. This Privacy Policy shall apply to confidential information collected through the use of the Interactive Service by the User, and stored in AA Sport’s databases.

1.1.9.	AA Sport reserves the right to amend the Privacy Policy at any time, and such amended wording of the Privacy Policy shall become effective immediately upon publishing thereof
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or as of the date specified in the Notice of the Privacy Policy Amendment through the Interactive Service or by email provided by the User during registration.

1.1.10. If the User continues to use the Interactive Service upon a Privacy Policy amendment, the User shall be considered to have accepted all terms and conditions of such amended

Privacy Policy.

1.2. Cookies and other automated data processing

1.2.1.	When accessing the Interactive Service, AA Sport can use cookie technology and other similar technologies in order to identify the User's browser, i.e. in order to display
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advertising. Using the Interactive Service may result in the automatic storage of certain data on the User's device, such as cookies and other similar technologies.

1.2.2. As part of the service, AA Sport also uses the mechanisms of external entities, partners, advertisers, which is directly related to the storage of cookies of those users on the end device.

1.2.3. AA Sport can use all collected information provided with the User's consent for the purpose of creating personalized offers about the services it provides, providing notifications about the expiration date and the possibility of renewing the account, as well as the possibility of contacting in connection with other projects and services offered by AA Sport and the Partner, which may be subject of the User's interest based on the processed data. The User can at any time cancel the processing for the stated purposes by contacting the customer center.

1.3. Payment Security

1.3.1. In case of payment by a payment card, the User shall enter information specified under Article 5.1.5.3 as mandatory and such data shall be considered confidential and under special protection.

1.3.2. Payment card confidential information shall be transferred via a public network in a protected (encrypted) form by using the SSL (Secure Socket Layer) protocol and PKI system. User's payment card data security during a purchase shall be guaranteed by the payment card processor, "WSPAY", thus the entire billing process is done in a secure environment. Payment card information is not available to our system at any moment.

1.4. Transfer of data abroad

1.4.1. The personal data that is collected is exclusively used on the territory of the Bosnia and Herzegovina and is not sent abroad.

1.5. Data retention period

1.5.1. Collected personal data is stored for the period of time required to fulfill the purpose of this contract or an express request for deletion sent by the User, after which it will be safely removed from the system and deleted.

1.5.2.	Data can be stored for a longer or shorter period of time than the period provided for in Article 5.5.1 in the case when binding regulations foresee this obligation.
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1.6. The right to object

1.6.1. The User can object to the processing of personal data at any time. After an objection has been filed, AA Sport will no longer be able to process the data, except in the event that there are legitimate and justified reasons.

1.7. Communication

1.7.1. The User agrees that all interactive options, especially communication via private messages, chats, blogs, forums or other similar means of sending messages or mutual communication, are of a public nature and do not have the status of confidential information, and therefore AA Sport can monitor the specified content of the user's communication without their knowledge and special approval.

2. Underage users

2.1. Persons under the age of 15 shall not be allowed to use the Interactive Service on their own and such persons may use the page only under the supervision of their parents or guardians.

2. AA Sport's disclaimer

2.1. The User understands and agrees that the use of the Interactive Service and its content is the

sole responsibility of the User.

2.2. AA Sport's technical deficiencies disclaimer

2.2.1. The User is aware of and agrees with the fact that sometimes during the use of the internet network, Interactive Service technical issues and interruption may occur. These and similar events are beyond AA Sport's control; therefore, AA Sport may not be held liable for any data loss or any other event that may happen during the Interactive Service provision.

2.2.2. The User agrees that access to the Interactive Service may sometimes be discontinued, temporarily unavailable or suspended due to Interactive Service scheduled maintenance or other reasons that are not under AA Sport's responsibility, whereby AA Sport shall not be held liable.

2.2.3. AA Sport shall in no case be liable for any damages resulting from the use or inability to fully or partially use the Interactive Service. The User explicitly states that the User shall not hold AA Sport, its branches, responsible persons in the company, employees, and agents liable for possible damages and costs, also including legal representation costs, that may arise out of the Interactive Service use by the User.

2.2.4. AA Sport and any affiliated third party shall in no way guarantee that the Interactive Service will not be discontinued or free from any malfunctions. AA Sport shall not and may not be liable for consequences resulting from the use of this Interactive Service, accuracy, reliability or content of any information, service or goods provided by the Interactive Service.

2.2.5.	AA Sport excludes any liability for any equipment, hardware, and software damage that may possibly occur as a result of the Interactive Service use.
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2.2.6. This disclaimer shall refer to all possible damage or injuries caused by any error, erasure, interruption, computer virus, fault, operational or transmission delay, communication line interruption, theft, contract termination, destruction or unauthorised access, changes or abuse of records, misconduct, negligence or any other action.

2.2.7.	Due to the nature of the internet network, AA Sport cannot guarantee full protection of any information transmitted via the Interactive Service, thus, AA Sport shall not and may
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not be liable for any possible harmful actions of third parties that receive and use or alienate such information without authorisation.

2.2.8.	Information published on the public parts of the Interactive Service by the User may also be available to other Users and third parties and as such it may appear on other internet
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pages or web browsers without the User's knowledge, and in this case too AA Sport shall not and may not be liable for any possible damages to the User resulting therefrom.

2.2.9. A User who wants to actively participate in data protection improvement or has any questions in this regard or wants to update or change any of the information may contact AA Sport via the following e-mail: kontakt@Fitpass.ba.

2.3. AA Sport's disclaimer regarding User or third-party posts

2.3.1. The User agrees that AA Sport shall not be responsible for improper or unlawful behaviour of other Users or third parties and that any possible damages shall be solely at the User's risk.

2.3.2. AA Sport shall not guarantee that any content available through the Interactive service and posted by the User, third parties or unauthorised users is accurate, full or useful.

2.3.3. AA Sport shall not and may not be held liable for any possible loss or damages incurred to

the User due to the fact that the User relied on information obtained via the Interactive Service.

2.3. 4.	AA Sport explicitly disclaims any responsibility for the content of materials on third-party internet pages that may be accessed through the Interactive Service. If the User accesses
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third-party internet pages, the User shall do so exclusively and only under the User's sole responsibility excluding thereby any AA Sport's liability.

2.3. 5.	AA Sport disclaims any responsibility if the User's personal information is used by other parties for any other purposes besides the purpose it has been delivered to such other
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parties to whom such information must be delivered; therefore, AA Sport shall not and may not be liable for any possible damages incurred to the User on such grounds.

2.4. AA Sport's Interactive Service Disclaimer

2.4.1. AA Sport is not the owner of and does not have the products/services it offers through its Interactive Service under its ownership; therefore, AA Sport may not be liable for possible legal and substantial deficiencies of the products/services or any other problems and defects that may arise during the use of offered services. All possible deficiencies related to the delivery or malfunction of products/services provided by any AA Sport's Partner shall be the sole responsibility of that Partner.

3. Ineffectiveness of the Terms, Sale Terms and Conditions, and Privacy Statement

3.1. If any of the provisions of the Terms or Privacy Policy is ineffective, such ineffectiveness shall not affect the validity of any other provision of the Terms or the Privacy Policy, thus the remaining parts of the Terms and the Privacy Policy shall continue to be effective, while the ineffective provision shall be replaced by a valid provision that best reflects the ineffective provision in terms of its meaning and legal will.

3.2. If any party fails to exercise their rights under these Terms or Privacy Policy, such party shall not be deemed to have waived or lost such rights or any other rights specified herein.

4. Dispute resolution

4.1. All disputes that may arise out of or in connection with these Terms or Privacy Policy or in connection with these Terms or Privacy Policy or in connection with or due to the Interactive Service use between AA Sport and the User shall be consensually resolved.

4.2. If AA Sport and the User fail to resolve the dispute consensually, the dispute shall be brought before the Municipal Court in Sarajevo if the User is a natural person or the Municipal Court in Sarajevo if the User is a legal person.

5. Effective date

5.1. These Terms of Use shall be effective as of the date of rendering thereof and the date when the notice to the User was delivered via the Interactive Service or by e-mail, whereas the Terms of Use dated 01.08.2022. shall cease to be effective on such a date or on any other date specified in the e-mail or via the Interactive Service.