

WITSEE TERMS OF USE

The date of the last update: 08.05.2026

1. GENERAL PROVISIONS

1. These Terms of Use (the T&C) outline the terms and conditions governing the use of the mobile application named “WITSEE” (the APP), which is designed for bowling players using a motion-tracking Sensor sold by Witsee Tech, mounted in a bowling ball and connected to the APP via Bluetooth. The APP enables the collection, processing of Sensor-generated raw data and the visualization (including 3D representations) and analysis of calculated data derived from such data related to bowling performance, as well as sharing of session statistics and the provision of automated performance insights or suggestions. These T&C apply to all Users who access or use the APP.
2. The following capitalized terms used herein shall have the following meanings:
 - 2.1. “APP” refers to the mobile software application branded as “WITSEE”, including any updates, upgrades, modifications, enhancements, and related documentation, made available by Witsee Tech for use on compatible mobile devices and distributed through official application distribution platforms, such as the Apple Store and Google Play Store.
 - 2.2. “Coach” refers to a type of User who, by selecting the Coach role or skill level in the APP, creates bowling sessions and invites other Users to participate. A Coach may enable access to session-related data or statistics generated during such sessions, in accordance with the APP’s functionality and the data-sharing settings selected by participating Users. The designation of Coach is a functional role within the APP and does not imply any professional certification, qualification, affiliation, or endorsement by Witsee Tech.
 - 2.3. “Data Act” means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act).
 - 2.4. “Fee” means the subscription fee payable by the User to Witsee Tech for the selected Plan, on a monthly, annual, or other billing cycle as specified for the applicable Plan.
 - 2.5. “GDPR” means 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
 - 2.6. “Witsee Tech” refers to UAB Witsee Tech, a private limited liability company incorporated in the Republic of Lithuania, legal entity code 307624838, address P. Lukšio g. 5-1, LT-08221, Vilnius, Lithuanian, whose data is collected and processed in the Register of Legal Entities of the State Enterprise “Registru Centras”, and which acts as the administrator and provider of the APP.
 - 2.7. “Metadata” means structured information that describes, explains, contextualises, or otherwise facilitates the discovery, management, or use of data.
 - 2.8. “Parties” refer to Witsee Tech and the User collectively. “Party” means Witsee Tech or the User individually.

- 2.9. **“Personal data”** means any information relating to an identified or identifiable natural person („data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2.10. **“Privacy policy”** - means Witsee Tech publicly available document regarding processed personal data categories, processing activities, data processing purposes, legal grounds and other relevant information.
- 2.11. **“Plan”** refers to any subscription option offered through the APP that grants the User access to specific features, functionalities, data outputs, visualization tools (including 3D views), analytics parameters, and service levels, as described for the relevant Plan. The full details of the available Plans, including their scope, limitations, and applicable pricing, are published in the APP and may be updated from time to time in accordance with these T&C.
- 2.12. **“Sensor”** refers to a physical motion-tracking device sold by Witsee Tech, which is not included with the App and must be purchased separately. The Sensor is designed to be mounted in a bowling ball and to connect wirelessly with the APP via Bluetooth for the purpose of collecting data related to bowling throws and ball movement. The Sensor may be installed in, removed from, and transferred between different bowling balls and may be used by different individuals. However, each individual who wishes to access, view, analyze, visualize, share, or otherwise use the data generated by the Sensor through the APP must have their own registered User account in the APP and use the APP in accordance with these T&C.
- 2.13. **“T&C”** refers to these Terms of Use, including all amendments, modifications, and annexes, which set forth the terms and conditions governing the use of APP.
- 2.14. **“Trade secrets”** mean any confidential business, technical, commercial or organisational information, including but not limited to source code, object code, algorithms, firmware, hardware design, technical specifications, data models, analytics methods, product roadmaps, business strategies, pricing information, and know-how, belonging to Witsee Tech and which: (a) is not generally known or readily accessible to persons within the relevant industry; (b) derives commercial value from its secrecy; and (c) is subject to reasonable measures to maintain its confidentiality.
- 2.15. **“User”** refers to any natural person who registers on the APP and uses the APP solely for personal, non-commercial purposes. A User may access and use the APP in a standard User role, in the role of a Coach, or in both roles simultaneously, as defined in these T&C. Each User account is personal and may be accessed and used by one natural person only. Sharing login credentials or allowing multiple individuals to use the same account is strictly prohibited. To ensure compliance, Witsee Tech, as the administrator and provider of the APP, may implement reasonable technical and security measures, such as one-time password, verification via email and/or phone, and automated monitoring to detect unusual or potentially unauthorized account activity. The User is responsible for maintaining the confidentiality of their account credentials, for all activity conducted through the account, and for ensuring compliance with these T&C. Where applicable, the User is responsible for any Fees associated with the use of the APP in accordance with

the applicable pricing terms. Use of the APP for any commercial or business activity is prohibited unless expressly authorized in writing by Witsee Tech.

3. By accessing or using the APP, the User confirms that they have read, understood, and agree to be bound by these T&C. The User undertakes to comply with these T&C at all times when using the APP. If the User does not agree to these T&C, in whole or in part, or does not understand them, the User must refrain from accessing or using the APP.
4. In addition to these T&C, the relationship between the User and Witsee Tech shall be governed by the applicable laws of the Republic of Lithuania, [the Privacy Policy](#) made available within the APP, and any additional agreements concluded between the User and Witsee Tech, where applicable.
5. Any person registering an account on APP and accepting these T&C represents and warrants that they are acting on their own behalf as the User and have the legal capacity to enter into and be bound by these T&C. Witsee Tech, as the APP provider, does not verify the identity of the User beyond the technical measures implemented for account registration and shall not be liable for any loss, damage, or consequences arising from the registration or use of the APP by a person who does not have the legal capacity to do so or who uses the APP in breach of these T&C.
6. Using the APP, as defined by these T&C, includes any access to or interaction with the APP via the Internet connection and, where applicable, via a wireless Bluetooth connection with the Sensor. Such use includes, without limitation, pairing the Sensor with the APP, collecting, receiving, viewing, storing, visualizing (including in 3D format), analyzing, and sharing Sensor-generated data, creating and managing sessions, using performance analysis tools or automated insights, managing account settings or subscriptions, and performing any other actions made available within the APP's environment.

2. CREATION OF ACCOUNT

- 2.1. To access the APP, the User must complete the registration or login process and create an individual User account, either directly through the APP or by using an available third-party authentication service. Third-party authentication services may include, but are not limited to, Google, Apple, Meta, or other authentication providers made available by Witsee Tech from time to time. Witsee Tech reserves the right to add, remove, or modify supported authentication methods.
- 2.2. During registration or login, the User shall provide the information required for account creation or authentication, either directly or through the selected authentication method. The User is solely responsible for maintaining the confidentiality and security of their login credentials and for all activities carried out under their User account.
- 2.3. By registering on APP, the User represents and warrants that:
 - 2.3.1. the User is a natural person, at least 18 years old, acting on their own behalf and for personal, non-commercial purposes and has the legal capacity to enter into and be bound by these T&C;
 - 2.3.2. the User is authorized to use the selected authentication method, including any third-party authentication service, and is the rightful holder or authorized user of the relevant account;
 - 2.3.3. all information provided during registration or login, whether directly or through a third-party authentication service, is true, accurate, and up to date to the best of the User's knowledge;
 - 2.3.4. the User has read, understood, and agrees to be bound by these T&C and undertakes to comply with them;

- 2.3.5. the User undertakes to use the APP in accordance with applicable law and in a manner that does not interfere with the security, integrity, or proper functioning of the APP or with the use of the APP by other Users.
- 2.4. By actively confirming acceptance of the APP's Privacy Policy (including by ticking a checkbox during registration or login), the User confirms that they have been provided with all relevant information regarding the processing of their Personal Data while using the APP in accordance with applicable data protection laws.
- 2.5. Upon successful registration, the User's account may be confirmed through the APP or via the contact details associated with the User's account, which may also be used for security, administrative, and subscription-related communications in accordance with applicable law.
- 2.6. If the User provides inaccurate, incomplete, or misleading information, fails to keep required information up to date, materially breaches these T&C, or if access to the APP must be restricted or revoked to comply with applicable law or to protect the security or integrity of the APP, Witsee Tech may take proportionate measures. Such measures may include refusing registration, restricting access to certain features, temporarily suspending access to the APP, or terminating the User's account. Any decision to restrict, suspend, or terminate access shall be taken in good faith and in accordance with applicable law. In the event of suspension or termination of the User's access to the APP, the provisions of Chapter 9 of these T&C shall apply. Witsee Tech shall not be liable for any suspension, restriction, or interruption of access resulting from the User's breach of these T&C or applicable law.
- 2.7. The Sensor is not included with the APP and must be purchased separately. Access to the APP's data collection, analytics, visualisations, and other Sensor-dependent functionalities requires the User to have a compatible Sensor and to pair it correctly with the APP. Witsee Tech does not guarantee the operation of the APP without a compatible Sensor.

3. APP PERSONALIZATION AND FUNCTIONALITY

- 3.1. The APP may allow the User to personalize their User account by optionally providing certain personal characteristics or preferences, such as gender, age, bowling style, or information about bowling balls or related equipment. Providing such information is voluntary and not required to create or maintain a User account. The User acknowledges that the availability, scope, or quality of certain features, analytics, visualizations, or insights may depend on whether such information is provided and whether it is complete and accurate.
- 3.2. Collection and display of Sensor-generated data require the Sensor to be properly paired and connected to the APP in accordance with the instructions provided on APP. Without correct pairing, the APP will not be able to receive such raw data and therefore will not be able to generate or display any calculated data, analytics, insights, visualizations, or other outputs derived from the Sensor data. The User is solely responsible for ensuring proper pairing and use of the Sensor.
- 3.3. The User acknowledges that the accuracy, relevance, and usefulness of any analytics, visualizations, or insights generated by the APP may be affected by multiple factors, including the quality of User-provided information, correct use of the Sensor, and proper association of the Sensor with the relevant bowling ball or equipment. Witsee Tech does not guarantee specific results, outcomes, or accuracy.
- 3.4. Where enabled, the APP may allow the User to configure data-sharing settings and determine whether data generated by the APP or session information is shared with other Users or Coaches. Any such data sharing is initiated and controlled solely by the User through the APP.

4. USER'S RIGHTS AND OBLIGATIONS

- 4.1. Witsee Tech grants the User a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the APP solely for personal, non-commercial purposes, in accordance with these T&C and the User's active subscription Plan, if applicable.
- 4.2. This license does not grant the User any ownership rights or intellectual property rights in the APP, the Sensor, or any software, algorithms, visualizations, analytical models, or other proprietary elements of the APP. This provision does not affect the User's rights in relation to data generated from their use of the Sensor, as set out in these T&C or applicable law.
- 4.3. The User is solely responsible for obtaining, maintaining, and covering the costs of all necessary equipment, devices, operating systems, software, a compatible Sensor, and a stable internet and Bluetooth connection required to access and use the APP. Witsee Tech shall not be liable for any limitations, errors, interruptions, or reduced functionality resulting from the User's hardware, software, network environment, Bluetooth connectivity, or third-party service providers.
- 4.4. The User shall not, and shall not attempt to, directly or indirectly:
- 4.4.1. copy, reproduce, modify, adapt, translate, or create derivative works of APP or any part thereof, nor may they take any actions to violate the intellectual property rights of Witsee Tech or any third party;
 - 4.4.2. reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code or structure of APP;
 - 4.4.3. market, sublicense, resell, rent, lease, or otherwise commercially exploit APP or any part thereof;
 - 4.4.4. incorporate any part of APP or its underlying technology into other software or services, whether for commercial or non-commercial purposes;
 - 4.4.5. interfere with or disrupt the security, integrity, performance, or availability of the APP, the Sensor, or related systems, including by introducing malware or attempting unauthorized access;
 - 4.4.6. use APP in violation of applicable laws, regulations, or third-party rights;
 - 4.4.7. use any data, analytics, insights, or outputs generated through the APP for unlawful, misleading, or unethical purposes, or for the development of competing products or services;
 - 4.4.8. process, share, or otherwise use data obtained through APP in a manner that infringes third-party rights or violates applicable laws, including intellectual property and data protection regulations.
- 4.5. Any attempt to perform or enable the prohibited actions listed above, or any other unlawful actions committed through or in connection with the use of the APP, shall constitute a material breach of these T&C and may result in immediate suspension or termination of access to APP, without prejudice to Witsee Tech's right to seek compensation for damages or other legal remedies.
- 4.6. Witsee Tech may require the installation of updates, upgrades, or new versions of the APP to continue using the APP or certain features thereof. Failure to install required updates may result in limited functionality or loss of access to the APP. Witsee Tech shall not be liable for any issues arising from the User's failure to install such updates.

5. PLANS AND PAYMENT

- 5.1. Registered Users may access certain features of the APP free of charge under a free Plan or subscribe to a paid subscription Plan to access additional features and functionalities. Paid Plans may be offered on a monthly, annual or other period subscription basis, as specified in the APP.
- 5.2. Users may subscribe to a selected Plan by logging into their User account and completing the subscription process through the APP. By subscribing to a Plan, the User confirms that they have reviewed and accepted the scope of services included in the selected Plan and the applicable Fee. Services included in each Plan may be subject to usage limits or restrictions, as described in the relevant Plan. By subscribing to a Plan, the User agrees to comply with such limits and restrictions.
- 5.3. Payments for paid Plans may be made using one or more payment methods made available through the APP from time to time, which may include, without limitation, credit or debit cards, Apple Pay, Google Pay, PayPal, or other payment solutions provided by third-party payment service providers (such as Stripe or similar services).
- 5.4. By selecting a payment method, the User represents and warrants that they are authorised to use the selected payment method and that all payment information provided is accurate and complete. Where payment by credit or debit card is available, the User shall provide valid and up-to-date payment details and ensure that sufficient funds are available to cover the applicable Fees. The User is responsible for ensuring the accuracy of the payment details provided and for any failed or reversed transactions resulting from incorrect or outdated payment information.
- 5.5. Where payments are processed by third-party payment service providers, Witsee Tech does not process or store payment card details and shall not be deemed to directly receive payments. Payment processing is subject to the terms and conditions and privacy policies of the relevant payment service providers.
- 5.6. The Fee for the selected Plan shall be charged in advance in accordance with the applicable billing cycle (including monthly, annual, or any other billing period specified for the relevant Plan). The Fee covering the respective billing period shall become due and payable at the beginning of that billing period and shall apply for the entire duration of the selected subscription term.
- 5.7. Subscriptions to paid Plans renew automatically at the end of each billing cycle (monthly, annual, or other), unless the User cancels the subscription before the renewal date through the APP or in the manner indicated therein. The applicable Fee for the renewed subscription period will be charged using the payment method selected by the User at the time of renewal.
- 5.8. A payment shall be deemed successfully completed once Witsee Tech receives confirmation of successful payment from the relevant payment service provider. Access to paid features may be restricted until such confirmation is received.
- 5.9. Information about the available Plans, applicable Fees, billing periods and included services is published in the APP and may be updated from time to time. Witsee Tech reserves the right to modify subscription Fees or the scope of Plans. Any changes shall apply only to future billing periods and shall not affect prepaid subscription periods. Users will be informed of pricing or Plan changes at least one (1) month in advance. If the User does not agree to the amended pricing or Plan terms, the User must cancel the subscription before the effective date of the changes. Continued use of the APP or continuation of a subscription after the effective date of such changes constitutes acceptance of the updated pricing or Plan terms.
- 5.10. All Fees paid for subscription Plans are non-refundable. The User may cancel a subscription at any time through the APP or in the manner indicated therein. Cancellation shall take effect at the end of the current paid subscription period, and the User shall retain access to the subscribed Plan until the end of that period.

- 5.11. The User may upgrade to a higher Plan at any time through the APP. In such a case, any applicable price difference may be charged on a prorated basis for the remainder of the current billing cycle, as determined by the APP.
- 5.12. Downgrades to a lower Plan may be requested, but such changes shall take effect only from the start of the next billing cycle.
- 5.13. If a payment is not successfully completed or is reversed, Witsee Tech may restrict or suspend the User's access to paid features of the APP until full payment is received. Suspension due to non-payment does not release the User from the obligation to pay any outstanding amounts, and Witsee Tech shall not be liable for any resulting limitation or interruption of access.

6. INCIDENT MANAGEMENT AND RESPONSE

- 6.1. Witsee Tech strives to ensure that APP is accessible 24 hours a day, 7 days a week. However, uninterrupted availability cannot be guaranteed, as service interruptions may occur due to scheduled maintenance, technical issues, Sensor-related issues, Bluetooth connectivity limitations, force majeure events, or other unforeseen circumstances. Witsee Tech disclaims any liability for such interruptions but will use reasonable efforts to minimize their duration and impact.
- 6.2. Users are encouraged to promptly report any service incidents or technical issues affecting access to or use of APP by contacting Witsee Tech via the designated support channel or email indicated in the APP. The User shall provide sufficient information (e.g., description, time of occurrence, screenshots if applicable) to allow effective troubleshooting. Witsee Tech will make reasonable efforts to investigate and resolve reported incidents. The response time and priority will depend on the incident's impact, the number of Users affected, and the availability of a temporary workaround, as outlined below.
- 6.3. Incidents that completely prevent multiple Users from using the APP and for which no workaround exists are treated as high priority. In such cases, Witsee Tech will aim to acknowledge the report and provide a resolution or workaround within one (1) to two (2) business days.
- 6.4. If an issue affects multiple Users but does not fully prevent the use of the APP - for example, if performance is degraded or partial functionality is unavailable - and a workaround is possible, the issue is classified as medium priority. Witsee Tech will aim to resolve such issues within approximately two (2) to five (5) business days.
- 6.5. Incidents that affect only a single User or have minimal impact on overall system performance, where a workaround is available, and core functionality is not materially impaired, are treated as low priority. Witsee Tech may resolve such issues within a longer timeframe, typically within two (2) weeks or more, depending on the issue's complexity.
- 6.6. The timeframes described above are internal targets and do not constitute binding service-level guarantees or contractual commitments. Witsee Tech shall not be liable for any failure to meet these targets but will act with reasonable care, professional diligence, and good industry practice to resolve incidents as quickly as possible.
- 6.7. Each User's data within APP is stored and processed in a logically separated environment to ensure confidentiality and data isolation. Users cannot access, view, or retrieve data belonging to other Users. Witsee Tech implements appropriate technical and organisational measures to maintain the security and segregation of User data at all times.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All intellectual property rights to the APP and its components, including but not limited to the APP itself, its structure, design, software code, underlying technology,

documentation, algorithms, analytical models, visualizations (including 3D representations), and any original content created by Witsee Tech (including copyrights, database rights, trademarks, know-how, trade secrets, and other intellectual property rights), belong to Witsee Tech or are lawfully exercised by Witsee Tech under license from third parties. All rights are reserved.

- 7.2. Users are granted only a limited, non-exclusive, non-transferable, and revocable license to access and use the APP within the scope of their subscription. No part of the APP may be copied, reproduced, distributed, or made publicly available without the prior written consent of Witsee Tech, except to the extent that the User is expressly permitted to view, download, or export their own data generated by the APP, session statistics, or performance analytics through the APP.
- 7.3. The User retains rights in relation to data generated from their use of the Sensor. Witsee Tech retains all rights to the APP and to any aggregated, derived, or anonymized data outputs generated through the APP.
- 7.4. The APP may use automated processing techniques, including algorithmic or artificial intelligence-based methods, to generate analytics, visualizations, or performance-related insights based on Sensor-generated raw data for informational purposes within the APP.
- 7.5. Any feedback, suggestions, or ideas provided by the User regarding improvements, features, or functionalities of the APP shall become the property of Witsee Tech upon submission. Witsee Tech may freely use, implement, or commercialize such feedback without obligation to compensate the User.

8. LIABILITY

- 8.1. The APP is provided on an “as is” and “as available” basis. Witsee Tech acts solely as the provider of technological tools that collect, transmit, process, and present analytics, visualizations, and other outputs generated from such data for analytical and informational purposes. The APP does not train the User, make decisions on the User’s behalf, or actively influence the User’s physical actions or technique. Witsee Tech does not control how the Sensor is installed, how the bowling ball is used, or how the User interprets or applies the data.
- 8.2. Any analyses, insights, visualizations, metrics, or suggestions generated by the APP, including through automated processing or virtual coaching functionalities, are provided solely for analytical, educational, and informational purposes and do not constitute coaching, training, medical, health, or professional advice. The APP does not guarantee any improvement in bowling technique, performance, consistency, scores, or results, which depend on multiple factors beyond the APP’s control.
- 8.3. The User acknowledges that bowling is a physical activity and that the use of the APP and/or the Sensor does not eliminate the risk of injury. The User remains solely responsible for their physical condition, warm-up, technique, choice and use of equipment (including the bowling ball and the Sensor), compliance with applicable safety rules, and for deciding whether and how to act upon any information provided by the APP. The User uses the APP at their own risk. Witsee Tech shall not be liable for any injury, health issue, or damage resulting from participation in bowling or reliance on APP outputs, except to the extent such liability cannot be excluded under applicable law.
- 8.4. Witsee Tech does not warrant the accuracy, completeness, or reliability of the data, analyses, visualizations, or outputs available through the APP. The APP may not function properly or may provide incomplete or inaccurate outputs due to technical or practical factors, including Sensor installation, bowling ball characteristics, Bluetooth connectivity, incorrect pairing or calibration, incompatible hardware or software, environmental conditions, or misuse of the APP or the Sensor. Witsee Tech shall not be liable for any issues arising from such circumstances or from unauthorized alterations or interference with the APP or the Sensor.

- 8.5. Witsee Tech shall not be liable for any data loss, unavailability, delay, or corruption caused by factors beyond its reasonable control, including infrastructure failures, Sensor malfunction, battery issues, physical damage, Bluetooth disruptions, third-party service interruptions, or the User's own actions or omissions.
- 8.6. To the maximum extent permitted by applicable law, Witsee Tech shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use of the APP. In no event shall Witsee Tech's total liability exceed the total amount of Fees paid by the User during the twelve (12) months preceding the event giving rise to the claim, except where such limitation is not permitted under applicable law.
- 8.7. The User shall indemnify and hold Witsee Tech harmless from any claims, damages, or losses arising from the User's breach of these T&C, misuse of the APP or the Sensor, or infringement of third-party rights.
- 8.8. Neither Party shall be liable for any failure or delay in performing its obligations under these T&C due to events beyond reasonable control, including force majeure events, cyber incidents, government actions, or failures of Sensor components or third-party connectivity services.

9. TERMINATION, DEACTIVATION, OR SUSPENSION OF USER'S ACCOUNT

- 9.1. The User may deactivate their APP account at any time through the APP or in the manner indicated therein. Account deactivation results in the termination of access to the APP but does not release the User from any payment obligations or other contractual commitments incurred prior to deactivation.
- 9.2. Witsee Tech may suspend or terminate access to APP in whole or in part, at any time if the User:
- 9.2.1. fails to pay the Fee by the due date specified in the billing terms;
 - 9.2.2. violates any provision of these T&C;
 - 9.2.3. uses APP for purposes other than those intended, as outlined in these T&C, including for any illegal or unethical activities;
 - 9.2.4. acts in a way that poses a security risk to APP, other Users, or Witsee Tech;
 - 9.2.5. provides false, misleading, or inaccurate information during registration or use of the services;
 - 9.2.6. engages in conduct that damages or discredits Witsee Tech's reputation, brand, or goodwill;
 - 9.2.7. otherwise misuses the data or insights obtained through APP in violation of applicable laws or third-party rights.
- 9.3. If Witsee Tech decides to suspend or terminate the User's account on APP, Witsee Tech will inform the User by e-mail or via the User's account in the APP.
- 9.4. Where an account has been suspended or terminated by Witsee Tech, the User may submit a request for reinstatement. Any decision to reinstate an account shall be at Witsee Tech's sole discretion, taking into account the nature of the breach and any remedial actions taken by the User, and shall be communicated to the User accordingly.
- 9.5. All obligations arising between the Parties before the termination, suspension or deactivation of the User's account (including payment obligations, intellectual property provisions, liability limitations, and dispute-related clauses) shall persist even after the termination, suspension or deactivation of the account.
- 9.6. Upon termination, suspension, or deactivation of the User's account, Witsee Tech may retain data associated with the User's account for a period of up to twelve (12) months, unless a

longer retention period is required by applicable law. During this period, the User may access and export their available data through the APP. After the retention period expires, such data will be permanently deleted or anonymized and cannot be recovered.

9.7.Account deletion permanently terminates the User’s account and access to the APP. Unlinking a third-party authentication method (such as Google, Apple, or Meta) only removes the connection between the APP and the relevant third-party service and does not delete the User’s account or associated User data.

10. PERSONAL DATA

10.1.Any sharing of data, including Personal Data, session statistics or Sensor-generated information with other Users or Coaches is initiated and controlled solely by the User through the APP’s functionality. Witsee Tech does not share such data with other Users on the User’s behalf without the User’s active instruction.

10.2.In relation to the processing of Personal Data of the User as a data subject in connection with the provision of the APP and related services, Witsee Tech acts as a data controller and processes Personal Data in accordance with applicable data protection laws and the Privacy Policy.

10.3.Detailed information regarding the processing of Personal Data, including the purposes of processing, legal bases, categories of data, data retention periods, recipients, and the rights of data subjects, is provided in the Privacy Policy available within the APP. The Privacy Policy forms an integral part of these T&C.

10.4.Where the User processes Personal Data of other individuals through the APP (e.g., by sharing session data), the User is solely responsible for ensuring that such processing has a valid legal basis and complies with applicable data protection laws.

11. PRODUCT DATA AND RELATED SERVICE DATA (DATA ACT)

11.1.For the purposes of this Section, “product data” means data generated by the use or operation of the Sensor, including data obtained, recorded or otherwise collected through its functioning, such as data relating to bowling throws, ball movement, motion parameters and other performance-related metrics. “Related service data” means data generated through the provision and use of the APP in connection with the Sensor, including processed data, analytics outputs, performance insights, visualisations, session statistics and associated Metadata. A more detailed and non-exhaustive list of specific data categories generated by the Sensor and the APP is made available at [link](#) and may be updated from time to time to reflect technical developments. In respect of product data generated by the Sensor and related service data generated through the APP, Witsee Tech shall be considered the “data holder” within the meaning of Data Act.

11.2.The Sensor and the APP are designed and provided in a manner that enables the User, by default, to access product data and related service data generated by their use, including relevant Metadata necessary to interpret such data, in a structured, commonly used and machine-readable format, free of charge and, where technically feasible, directly through the APP.

11.3.Product data generated by the Sensor is produced on a real-time basis during its operation and is stored Amazon Web Services, INC.USA and made accessible through the APP in accordance with its technical capabilities.

11.4.The User has the right, in accordance with the Data Act, to request that product data and related service data be made available to them or to a third party designated by the User.

11.5.Requests for data access or data sharing may be submitted through the APP or by contacting Witsee Tech using the contact details provided therein.

11.6.Upon a valid request from the User and subject to the conditions of the Data Act, Witsee Tech shall make the requested data available to a third party designated by the User,

provided that such disclosure does not fall within any lawful restriction under the Data Act.

- 11.7. All rights and obligations applicable to the User under this Section shall apply equally to any third party designated by the User to receive such data.
- 11.8. Where requested data contains Trade Secrets of Witsee Tech, Witsee Tech shall identify such Trade Secrets prior to disclosure and may require the User or the designated third party to implement appropriate technical and organisational measures to preserve their confidentiality, in accordance with the Data Act and applicable law.
- 11.9. Where the User or the designated third party fails to implement agreed confidentiality measures or undermines the protection of identified Trade Secrets, Witsee Tech may suspend the sharing of the specific data concerned. Any such decision shall be duly reasoned and communicated in writing without undue delay.
- 11.10. In exceptional circumstances, where Witsee Tech demonstrates, based on objective elements, that disclosure of specific data would likely result in serious economic damage due to the exposure of Trade Secrets, access to such specific data may be refused on a case-by-case basis in accordance with the Data Act. Any refusal shall be duly substantiated and communicated to the User without undue delay.
- 11.11. The User and any third party designated by the User shall use the received data strictly in accordance with the Data Act and applicable law.
- 11.12. The User and any designated third party shall not: (a) use the data in a manner that infringes the intellectual property rights or Trade Secrets of Witsee Tech; (b) attempt to reverse engineer, decompile, or otherwise derive confidential information beyond what is lawfully accessible under the Data Act; (c) circumvent contractual, technical, or organisational safeguards implemented to protect data security; (d) use unlawful or coercive means to obtain access to additional data.
- 11.13. Where requested data includes Personal Data relating to another data subject, such data shall be made available only where a valid legal basis for processing exists under GDPR and, where applicable, other relevant legislation.
- 11.14. Where permitted under the Data Act, Witsee Tech may request reasonable compensation for making data available, limited to the costs directly related to making such data available. Any compensation shall be transparent, non-discriminatory, and proportionate, and shall comply with the requirements of the Data Act.
- 11.15. The User and any third party designated by the User shall not use the received product data or related service data for the purpose of developing, manufacturing or commercialising a product or service that directly substitutes the Sensor or the APP in a manner that relies on the disclosure, extraction or exploitation of Witsee Tech' Trade Secrets, confidential information, proprietary algorithms, technical architecture or other protected intellectual property.
- 11.16. The User and any designated third party shall not use the received data to derive insights into Witsee Tech' technical solutions, product design, data processing methodologies, performance models, business strategies or other commercially sensitive information beyond what is necessary for the legitimate use of the data under the Data Act.
- 11.17. Nothing in this Section shall be interpreted as limiting the rights of the User under the Data Act; however, such rights shall be exercised in good faith and in a manner that does not infringe the intellectual property rights, Trade Secrets or other legally protected interests of Witsee Tech.
- 11.18. Witsee Tech may use product data and related service data for the purposes of operating, maintaining, improving and developing the Sensor and the APP, ensuring security and fraud prevention, performing analytics, conducting research and statistical analysis, and

complying with legal obligations. Where such data includes Personal Data, processing shall be carried out in accordance with the Privacy Policy and applicable data protection laws.

11.19. Witsee Tech may share product data and related service data with service providers acting on its behalf (such as hosting, analytics, infrastructure or IT service providers) strictly to the extent necessary for the provision, maintenance and improvement of the Sensor and the APP, subject to appropriate confidentiality and data protection safeguards. Witsee Tech shall not sell product data to third parties.

11.20. Product data and related service data shall be retained for as long as necessary to provide the APP and related services, to fulfil the purposes set out in these T&C, and to comply with applicable legal obligations. Where data is anonymised for statistical or research purposes, it may be retained for a longer period.

12. EXCHANGE OF INFORMATION

12.1. Witsee Tech shall send all notices and otherwise communicate with the User using the email address associated with the User's account or through notifications within the APP. All communication related to the use of the APP shall be made electronically unless otherwise required by law.

12.2. Users shall send all notices and inquiries and otherwise contact Witsee Tech by e-mail: tech@witsee.com or via other channels indicated in the APP.

12.3. The Parties agree that a record of an email, in-APP notification, or system log showing dispatch to the User's registered contact details shall constitute sufficient proof of notice.

13. AMENDMENT OF THE T&C

13.1. As Witsee Tech continuously improves and develops APP, it reserves the right to amend these T&C unilaterally at any time to reflect product updates, regulatory changes, or improvements to the service.

13.2. Witsee Tech will notify Users of any amendments by publishing the updated version of the T&C within the APP and/or by notifying the User through the APP or associated contact details.

13.3. The amended T&C shall take effect no earlier than the date indicated in the notice, unless a later effective date is specified. By continuing to use the APP after the amendments take effect, the User is deemed to have read, understood, and accepted the updated T&C. If the User does not agree to the amended T&C, the User must discontinue use of the APP and may terminate their account in accordance with these T&C.

13.4. The use of APP before the amendment of the T&C shall be governed by T&C in force at that time.

14. FINAL PROVISIONS

14.1. These T&C shall be governed by and construed in accordance with the laws of the Republic of Lithuania, without prejudice to mandatory consumer protection laws applicable in the User's country of residence.

14.2. Any disputes arising out of or relating to these T&C shall first be resolved through good-faith negotiations. If the Parties fail to reach agreement within thirty (30) calendar days from the initiation of negotiations, the dispute shall be finally settled by the courts of the Republic of Lithuania, unless mandatory consumer law provides otherwise.

14.3. If any provision of these T&C is contrary to the law or becomes invalid in whole or in part for any reason, it shall not invalidate the remaining provisions of the T&C. Such provision will be separated from the remaining T&C, which will then continue in full force and will be implemented to the fullest extent permitted by law.

- 14.4. Witsee Tech may assign or transfer its rights and obligations under these T&C to an affiliated entity or successor in interest without the User's prior consent. The User may not assign its rights or obligations without Witsee Tech's prior written consent.
- 14.5. These T&C constitute the entire agreement between the Parties regarding the use of APP and supersede any prior understandings, proposals, or agreements, whether oral or written. With respect to each individual User, these T&C remain effective until the end of the provision of services to that User, after which they cease to apply solely in relation to that User; however, any provisions which by their nature are intended to survive termination - including those relating to payments, intellectual property, and limitation of liability - shall remain in force.