



# GENERAL TERMS AND CONDITIONS

MOVELAB STUDIO B.V.

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## 1. Definitions

We, us, our:	The private company with limited liability MoveLab Studio B.V. having its registered office in Enschede and its principal place of business in (7523 MC) Enschede at the address Moutlaan nr. 35 and registered in the Commercial Register of the Chamber of Commerce under number 82143951.
You, your:	That is you or the company you represent! The party - a natural person or legal entity - that concludes an Agreement with us, to whom we issue an offer or who has any other legal relationship with us.
Agreement:	That which we agree with each other orally or in writing and any amendment or addition thereto. This also includes everything that precedes this Agreement.

## 2. When do these terms and conditions apply?

- 2.1. These terms and conditions apply to your access and use of our software and applications. By using our software and applications ("services"), including downloading and installing them, you accept these general terms and conditions ("GTC") from MoveLab Studio B.V.
- 2.2. Deviations or additions to these/our GTC are always possible, but they are only applicable when we have agreed in writing and only on the part of the Agreement for which this agreement is given.
- 2.3. If one or more provisions of these GTC should ever be wholly or partially void or destroyed, the remaining provisions of these GTC shall continue to apply in full. We will agree with you on a new provision, without losing sight of the purpose and meaning of the invalid or annulled provision.
- 2.4. If we do not require you to comply strictly with these GTC at all times, that does not mean that the provisions of these GTC no longer apply, or that we would lose the right to require strict compliance with the provisions of these GTC in other cases.
- 2.5. We reserve the right to amend these GTC at any time. No rights can be claimed from the data in our software and applications.

- 2.6. These GTC also apply to any software updates (upgrades) provided by us which replace the original software and/or applications.

## 3. Who can make use of our services?

- 3.1. In general, everyone can make use of our services, but we do have the following conditions:
  - You are over 16 years old or if you are younger you have permission from your parents.
- 3.2. We reserve the right to prohibit the use of and/or access to our services without (prior) notification or indication of reason, for example to block or delete profiles or to block IP addresses if we deem it desirable.
- 3.3. We offer you the opportunity to use our Services both online and offline. If you use the offline option, you are aware of and accept the risk that your data may be lost. Synchronisation of data only takes place when you are connected to the Internet and online. We are not liable for any loss of data.

## 4. Use of the services

- 4.1. You can download our applications from the download application tool on your device. By downloading our services, you obtain a non-exclusive, non-transferable, personal licence to use our services. This licence is a revocable right. The Services are intended for personal use and non-commercial purposes only, unless otherwise agreed in writing.
- 4.2. Not all mobile services work with all providers or devices.
- 4.3. We do not charge you for using the free version of our applications. There is a charge for using our paid applications. Not all services within our software and applications are available to users with a free account.
- 4.4. Within our applications, we offer you the opportunity to create an account. If you do not create an account, your ability to view or use the applications is limited and not all features will work.
- 4.5. You are responsible for a working Internet connection and for the equipment required to use our services.
- 4.6. The information is expressly not intended to replace medical care, medical advice or support from professionals within other disciplines. For example, our services should never be used for (self) diagnosis. In any case, it is strongly recommended that users consult their (general) medical practitioner immediately in case of medical questions, complaints and/or symptoms.

- 4.7. By accepting these GTC, you expressly acknowledge that we cannot be held liable for any defects and/or incorrect information in the information provided, and any damage that may arise as a result.

## 5. Trial subscription

- 5.1. From time to time, we may offer trial subscriptions for paid services for a specified period, without payment or at a reduced rate ("trial subscription"). We may determine your eligibility for a trial subscription and may withdraw or amend a trial subscription at any time without notice or liability, to the extent permitted by applicable law.
- 5.2. For some trial subscriptions, we may require your payment details in order to commence the trial. By providing such details, you agree that we may automatically charge you for the paid subscription on the first day after the trial subscription ends, on a monthly recurring basis or at such other intervals as we may notify you in advance. If you do not wish to incur these charges, you must cancel the applicable paid subscription before the end of the trial subscription.

## 6. Exercise and nutrition

- 6.1. Engaging in physical activity or following a diet can pose a health risk ranging from injury to death. If you wish to begin any form of exercise or diet, it is wise to always consult a physician and/or dietitian before beginning the particular exercise or diet. If you experience any kind of pain or become dizzy or short of breath, you should stop the exercise or your diet plan immediately and contact a doctor for advice.

## 7. What we expect from you

- 7.1. You may use the Services only for your own purposes and under the conditions expressly set out in these GTC.
- 7.2. You are responsible for ensuring that all data provided to us is complete, reliable and correct. Even if these data have been obtained from or through third parties.
- 7.3. You are responsible for every activity on your account on MoveLab. You are required to keep your username and password confidential.
- 7.4. You may not give third parties access to our services through your own registered account. If you share the access details of your account with third parties, then you are fully responsible and liable for direct and indirect damage that results from that.
- 7.5. We will endeavour to implement reasonable security measures to prevent unauthorised access to your account. However, we cannot guarantee the absolute security of your account, your content or any personal information you

may provide and cannot promise that our security measures will prevent third parties or "hackers" from illegally accessing our Services or their content.

- 7.6. You agree that all data provided by you will be stored, processed and retained by us, including through the use of our Services. See also our Privacy statement.
- 7.7. You may not use our Services for:
- illegal purposes;
  - unlawful, misleading, discriminatory or fraudulent purposes;
  - infringing on the rights of another person, such as intellectual property rights;
  - distributing viruses or malware, or any other software or code that may damage (the accessibility or availability of) our services;
  - sharing Content that is offensive or otherwise contrary to law, morality or public order.

We may make it possible for you to report to us any behaviour that is inconsistent with these conditions, in order to ensure the purpose of our services.

## 8. Duration of the right of use

- 8.1. Your right of use of our services is in general for an indefinite period of time. You may terminate your use of our Services at any time by cancelling your subscription through the channel where you purchased your subscription. You can then uninstall or remove our software and applications from your smartphone or other (portable) device. We also have the right to terminate your right of use with immediate effect and without being liable for any compensation. We may do so in the event of unauthorised or negligent use of our Services, in the event of abuse of our Services, or in the event of any breach of the provisions of these GTC via your account.
- 8.2. We may at any time (temporarily or permanently) render our services inoperative for maintenance, modification or other reasons. We also have the right to change information in our Services or remove software and applications altogether.

## 9. Betaalde dienstenPaid services

- 9.1. In order to gain access to certain functions within our Services, you must pay membership costs.
- 9.2. The agreement is entered for the duration of one (1) calendar month. After the end of this term, the duration of the Agreement will be extended (each) month.
- 9.3. In deviation from the provisions of the previous paragraph, you can also choose to enter into an Agreement for the term of 1 year. After the expiry of this first year, the term of the

Agreement will be extended each time for another year. Do you want the Agreement to be extended monthly after the expiry of one year? In that case you should stop your annual subscription on time and apply for a monthly subscription.

- 9.4. Your subscription starts on the day you are granted access to Movelab. The subscription period can therefore start at any day of the year. To illustrate: if your monthly subscription starts on the 4th of the month, it will be available until the 3rd day of the following calendar month.
- 9.5. The prices of our services are quoted in euros and include VAT, unless explicitly stated otherwise.
- 9.6. All prices are subject to change without prior notice.
- 9.7. Payment is due as soon as the Agreement has been concluded, unless otherwise agreed.
- 9.8. Our services will be delivered as soon as possible or within the agreed term after payment. We accept no liability for any damage if delivery takes place after the agreed period.

#### **10. Communications**

- 10.1. We may send varying communications to users through our Services, including update notifications or reminders, emails or other communications. You can specify up to a certain point what level you wish to receive these communications.
- 10.2. You agree that we may contact you about important changes or updates to our services, if we deem this necessary.
- 10.3. Within the paid account, you can communicate with other users of our services, for example by posting comments or sending messages or discussing matters within groups. You agree not to send spam, or any other communications that are unwelcome to the recipient, commercial or otherwise, including but not limited to threatening, aggressive, obscene, derogatory, abusive, invasive of privacy or commercial communications. Acts in breach of this conditions may result in immediate denial of access and use of the Services and termination of the User License.
- 10.4. We shall be free at all times to remove any User Communication or other information shared with us without any prior or further notice if it is deemed by us to be substandard or otherwise inappropriate.
- 10.5. The following user guidelines apply to all communications and contact:
  - Always keep it fun and sporty!
  - Treat each other with respect
  - Respect each other's opinion, even if you don't agree with it
  - Do not post "off-topic" messages within discussions

- Don't bother people with unimportant things

#### **11. Suspension or termination of your account**

- 11.1. If you breach any of our GTC, we are entitled to terminate and/or delete your account with immediate effect. Any loss of data in this process is at your own expense and risk.
- 11.2. We may also suspend or terminate your account if you infringe any other person's intellectual property rights or if we see any other need for this.
- 11.3. If your account is suspended or terminated, all provisions of these GTC that are intended to survive termination will continue to apply.

#### **12. Liability**

- 12.1. Our liability is always limited to what is provided for in these general GTC.
- 12.2. Information, software, applications and content available through our services are provided to you 'as is' and without warranty. We, our subsidiaries, affiliates, officers, employees and partners disclaim all warranties with regard to any information, software, applications and content, including without limitation all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 12.3. You expressly agree that we will not provide medical advice through our Services, including all text, photographs, images, illustrations, audio, video and other materials. You expressly agree that your sporting activities carry certain inherent and substantial risks of damage to property, bodily injury or death, and that you voluntarily accept all known and unknown risks associated with all sporting activities, even if they are caused wholly or partly by an act, omission or negligence on our part or on the part of others.
- 12.4. Our services have been prepared with the greatest possible care. However, we cannot guarantee that our services will always be available or operational without interruption, errors or defects. We reserve the right to temporarily or permanently suspend our services (without notice) without giving you any rights.
- 12.5. You acknowledge and agree that the data displayed within our Services, such as kilometres, calories etc. is not accurate, precise and may vary from actual data.
- 12.6. We shall not be liable for any loss or damage caused by any errors or inaccuracies in our Services or by any unavailability of all or any part of our Services. We are also not liable for information, contributions, expressions or other communications that you or third parties disseminate via our Services. We reserve the right to change or delete (without notice) certain

information, contributions, expressions or communications on our services.

- 12.7.** Under no circumstances shall we, our representatives, shareholders, employees, subsidiaries, directors, successors, assigns, suppliers or licensors be liable for:
- Any loss or damage that cannot be foreseen. Loss or damage can be foreseen when there is no doubt that its cause will occur, or if, at the time the contract was entered into, both parties knew that it might occur;
  - Any loss of use, loss of data, loss of business;
  - Damage to devices insofar as you could have prevented such damage before following our advice to install updates to the services or content, or if such damage is caused by not following the installation instructions correctly, or because you do not have a device that meets the minimum system requirements that we state.
- 12.8.** To the extent that we may have any liability at all, our liability shall in any event be limited to the amount paid out by our insurance, or if no insurance payment is made, to the amount paid by you to us during the preceding twelve months.
- 12.9.** If liability is assumed, then this only applies to direct damage. Direct damage consists of (I) the reasonable costs to determine the cause and extent of the damage; (II) if applicable, the reasonable costs incurred to resolve our faulty performance, insofar as these can be attributed to us; and (III) the reasonable costs incurred to prevent or limit the damage. You must be able to demonstrate that these costs have actually resulted in limiting the direct damage.
- 12.10.** We are never liable for indirect damages, including consequential damages, lost profits, lost savings and damages resulting from business interruption.
- 12.11.** The limitations of our liability do not apply if we have caused the damage with intent or gross negligence.

### **13. Indemnity and Warranty**

- 13.1.** To the maximum extent permitted by applicable law, you agree to indemnify, hold harmless and defend us, our affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including without limitation attorneys' fees, arising out of or in any way related to content provided by you, your use of our services, your conduct in connection with our services, or violation of these Terms, any law or the rights of any third party.
- 13.2.** You understand and agree that our Service and Services are provided on an "as is" and "as

available" basis without any express or implied warranties or conditions. We make no representations and disclaim all warranties or conditions as to satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.

- 13.3.** We do not warrant that the content of our Services is free from malware or other harmful components.
- 13.4.** No advice or information, whether oral or written, obtained by you from us shall create any warranty on our behalf.

### **14. Intellectual Property**

- 14.1.** All intellectual property in the Services belongs to us or our licensors. This includes material protected by copyright, trademark or patent law. All trade names belong to us. All content on our Services, (except content originating from you), including but not limited to text, software, scripts, code, designs, graphics, photographs, sounds, movies, applications, interactive items or other content is copyrighted and Movelab Studio is the copyright owner of the content. All rights reserved.
- 14.2.** We reserve the rights and powers we have under the Copyright Act (Auteurswet) and the Neighbouring Rights Act (Wet op de naburige rechten). All rights of intellectual property arising from the execution of our services belong to us and may not be used or copied without our prior consent, unless otherwise agreed.

### **15. Privacy**

- 15.1.** We are aware of the General Data Protection Regulation (GDPR) and take it into account when processing your (personal) data. We will not share any (personal) data with third parties, unless (i) this is necessary for a proper execution of the Agreement; or (ii) we have a legal obligation to share the (personal) data; or (iii) we have received explicit permission from you to do so; or (iv) one of the other legal grounds for processing personal data applies. If you decide to provide us with personal data of third parties, you must ensure an appropriate processor agreement that meets the requirements set out in the GDPR.
- 15.2.** We shall only process personal data on your instructions for the performance of the Agreement. The processing of personal data always takes place under your responsibility as data controller and only in accordance with the provisions of this article.
- 15.3.** We may access your data to the extent necessary to provide our services and for any other purpose for which such access is reasonably required. We will only share your (personal) data with third parties if this is

necessary for the Agreement and/or to comply with legal obligations.

- 15.4. You give us permission to study and use the data generated by your use of our services to improve our service and for additional services.
- 15.5. We have no intention of collecting data about users who are under 16 years of age, unless permission is obtained from their parents or guardians. If you believe that we have collected personal data on a minor without such consent, please contact us using the contact details below. We will then delete this data.
- 15.6. We will only process personal data outside the European Economic Area if we have received your prior written consent. You shall not refuse such consent on unreasonable grounds.
- 15.7. We will not retain collected data any longer than is strictly necessary for the purpose for which such data was originally collected or processed. To the extent that there is no statutory retention period for certain purposes of data processing, we will not retain such data for longer than seven (7) years after the data is no longer necessary. We apply a retention period of 7 years in connection with the retention periods for the tax authorities.
- 15.8. Our privacy statement, which by this reference forms part of these GTC, describes the collection and use of information from our services in more detail.

#### **16. Unlawful information**

- 16.1. Following notification, we will investigate the presence of unlawful information in one or more of our services within a reasonable period of time and take action as appropriate. Any unlawful communication should be reported immediately by e-mail to support@movelab.studio
- 16.2. This notification must in any event contain the following information:
  - where the allegedly unlawful information can be found.
  - your explicit statement that the material is unlawful and why.
  - if it concerns an infringement of intellectual property rights, you must prove that you are the lawful owner of such rights and to what extent the information infringes those rights.
  - if you represent someone else, an authorisation allowing you to act on behalf of the beneficiary, signed by the beneficiary.
  - your name, e-mail address, address and telephone number, so that we can contact you.

#### **17. In case of any problems...**

- 17.1. Dutch law shall apply.
- 17.2. The Court of Overijssel is exclusively competent to take note of disputes.

- 17.3. But before we go to court, we have of course done everything we can to find a solution together.