

General Terms and Conditions for the Use of PIXFORMANCE

Pixformance Sports GmbH, Hauptstr. 19-20, 14624 Dallgow-Döberitz (hereinafter referred to as PIXFORMANCE), operates the web-based fitness platform 'Pixformance' on the internet domain www.pixformance.com respectively my.pixformance.com (hereinafter referred to as Platform), on which users of the Platform (hereinafter referred to as User and Users) can create profiles and, amongst other activities, request information on their personal fitness. These General Terms and Conditions (GTC) govern the contractual relationship between the User and PIXFORMANCE, regardless of what website is used to register. By registering, the User accepts these GTC.

1 Applicability

1.1 These GTC apply exclusively to the use of the Platform by Users, especially the creation of user accounts and the use of the services of PIXFORMANCE.

1.2 Any GTC of the Users shall only be a component of this Agreement if this has been expressly agreed in writing. Only adult consumers are permitted to use the Platform. A 'consumer' is any natural person concluding a transaction for a purpose which cannot be connected to their commercial or independent professional activity. PIXFORMANCE reserves the right to offer additional services. In this case, PIXFORMANCE shall notify the Users of its intent to offer additional services and, if necessary, send them additional GTC.

1.3 These GTC are available on the Platform for the User to view, download and save on his/her hard drive.

2 Object of the Agreement

2.1 The object of the Agreement is the provision of an online platform for planning and evaluating fitness training.

After registering and activating their accounts, Users can create a personal profile and use both the general and personalised functions of the Platform (including training plans, reports and statistics).

2.2 The Platform is normally available on a continuous basis, with an expected average annual availability/runtime rate of 95%. However, necessary maintenance work might cause the Platform to be temporarily

unavailable, PIXFORMANCE shall inform the Users of such work whenever possible. PIXFORMANCE cannot be held responsible for power cuts or any other problems with the grid which cause the Platform to be rendered unavailable as a result of technical problems or other issues beyond the control of PIXFORMANCE.

3 Rights and duties of the User

3.1 Registration

3.1.1 In order to use the Platform, the User must register on the Platform and open a user account (hereinafter referred to as Account). Only adults may create an Account. Registration by a minor must be conducted or approved by the applicable legal guardian. The User must provide the necessary (truthful) information, and immediately update it if it should change, in order to ensure trouble-free use of the Platform. Pseudonyms, abbreviations and aliases may not be used. The User has no claim to the conclusion of a licence agreement.

3.1.2 The User is responsible for keeping his/her login data secret. The User shall keep his/her username and password secret and not disclose them, the User shall not allow or facilitate their discovery by unauthorised persons or third parties and the User shall take the necessary steps in order to ensure the secrecy of his/her username and password. If this information should be lost or abused, or if the User suspects this to be the case, the User must inform PIXFORMANCE by e-mail at [<members@pixformance.com>](mailto:members@pixformance.com).

3.2 Use of the Platform

3.2.1 The Platform can be used free of charge. Certain areas of the Platform are offered as premium services and are designated as such. A separate activation is required in order to use the premium services.

3.2.2 The User can view his/her profile and use the functions of the activated services of the Platform as described in section 2.1.

3.2.3 Profiles shall remain active until they are deactivated by the User. If the User should be inactive for an extended period (i.e. by not logging in for over six months), PIXFORMANCE shall be entitled to deactivate and/or delete the Account of the User. If his/her profile is deactivated, the User can

reactivate it. The User has no claim to the reactivation of his/her profile.

3.3 Creating and editing profiles

3.3.1 The User can edit his/her own profile and, for example, upload a personal photo in the future. The photo must be up to date and allow the User to be identified. The face must be fully visible. The User undertakes to ensure that he/she is entitled to publish the image and that the image, or any other files uploaded to the Platform, does not violate the statutory provisions or third-party rights and is not immoral or objectionable.

3.3.2 With regard to creating and editing his/her profile, the User is obliged to adhere to all laws and regulatory frameworks. The User may not upload, publish, render accessible and/or otherwise use data, texts, images, graphics, links or any other content that is in violation of the law and/or individual rights, industrial property rights, copyrights or other third-party rights. In particular, this applies to content of a violent, pornographic, discriminatory, offensive, racist, defamatory or otherwise illegal nature, as well as to the unauthorised use of third-party company, brand and other protected names. The User is responsible for all the information and content he/she provides.

3.3.3 The User and PIXFORMANCE can delete or replace uploaded images and files at any time. In particular, PIXFORMANCE is entitled to immediately remove content uploaded by the User, without prior notification, if and in so far as it suspects that the publication of the content on the Platform represents a violation of the law or third-party rights or that the content is immoral and objectionable. PIXFORMANCE is not responsible for the risk of deletion or the loss of uploaded information, text and images. The User is responsible for ensuring that backup copies are made of the uploaded files and texts.

3.3.4 In the event of a breach of these provisions or the statutory provisions, PIXFORMANCE shall be entitled to delete the User or block the User from any further use of the Platform.

3.4 Indemnity

3.4.1 The User shall indemnify PIXFORMANCE against all claims, including claims for damages and compensation, filed

against PIXFORMANCE by other users of the Platform or third parties, including authorities, on the basis of a breach of their rights by content uploaded to the Platform by the User. Furthermore, the User shall indemnify PIXFORMANCE against all claims, including claims for damages and compensation, filed against PIXFORMANCE by other users of the Platform or third parties, including authorities, on the basis of a breach of their rights by the use of the Platform by the User. The User shall bear all reasonable costs, including the reasonable costs of legal defence, accrued by PIXFORMANCE as a result of a breach of third-party rights by the User. All other rights and claims for damages of PIXFORMANCE remain unaffected. The User has the right to prove that PIXFORMANCE has actually suffered lower costs.

3.4.2 These duties shall only apply in so far as the User is responsible for the legal violation in question, i.e. the User has knowingly or willingly committed the violation or has failed to demonstrate the generally expected level of care.

4 Rights and duties of PIXFORMANCE

4.1 PIXFORMANCE shall provide Users with the Platform for the purposes of private use. In this regard, PIXFORMANCE shall merely provide the technical means, especially the Platform, the input mask for the profile and the information systems. Each User must provide the content of their profiles. PIXFORMANCE is not responsible for the success of the Platform applications. They are pieces of software. The User is aware that no piece of software is completely free from issues.

4.2 With the Platform, PIXFORMANCE is merely providing a supporting system for fitness and training programmes. PIXFORMANCE expressly states that it is not providing medical advice.

5 Rights

5.1 The User shall grant PIXFORMANCE the non-exclusive transferable right, not restricted by region and yet limited to the term of this Agreement, to publish the content (images, text, information) uploaded by the User on the Platform for the term of this Agreement and to use it for the purposes of this Agreement, as well as the right to edit the material for the purposes of adjusting it to its format.

5.2 PIXFORMANCE assumes the right to anonymously evaluate usage data generated by Users through the use of the Platform and make these evaluations publicly available.

5.3 The User accepts that usage data and personal data generated through the use of applications made available by PIXFORMANCE may be forwarded by PIXFORMANCE to the appointed club and the club's trainers for the purpose of support. This agreement may be revoked. Furthermore, the User agrees to allow PIXFORMANCE to get in contact with the User via the provided contact information (by telephone, e-mail) for the purpose of support.

6 Liability

6.1 Claims for damages based on ordinary negligence shall only exist in the event of a breach of a material contractual obligation (a duty which permits the performance of the Agreement and on the fulfilment of which the User can normally rely). In this case, the extent of liability shall be limited to the typical foreseeable damage. Otherwise, PIXFORMANCE may only be held liable in cases of intent, gross negligence and warranted characteristics. In cases of intent, PIXFORMANCE shall be liable to the fullest extent; in cases of gross negligence and the lack of a warranted characteristic, the liability of PIXFORMANCE shall be limited to the typical foreseeable damage.

6.2 This does not affect claims under the German product liability act (ProdHaftG) for personal injury and material damage. All further liability is excluded.

6.3 The restrictions set out in sections 6.1 and 6.2 shall also apply in favour of the legal representatives and vicarious agents of PIXFORMANCE if claims are filed directly against them.

7 Term and termination

7.1 The contract concerning the use of the Platform shall be concluded for an indeterminate term.

7.2 It can be terminated at any time with a notice period of two (2) weeks. Termination must be carried out in writing (e.g. by e-mail)

7.3 This does not affect the right of both parties to terminate this Agreement for cause. PIXFORMANCE shall have cause to terminate

this Agreement if, for example, the User uses the Platform beyond the scope permitted in this Agreement or if the User technically manipulates the Platform.

8 Right to cancel for consumers

Right to cancel

You can withdraw your contractual declaration in writing (e.g. by letter, fax or e-mail) within 14 days without providing a reason. The deadline shall commence once you receive a written copy of this cancellation policy, although not before the conclusion of the contract and not before we fulfil our duties to provide information pursuant to Article 246 (2) in connection with Section 1 (1) and (2) of the introductory act to the German civil code (EGBGB) and our duties under Section 312g (1) line 1 of the German civil code (BGB) in connection with Article 246 (3) EGBGB. Punctually sending the notice of cancellation shall suffice with regard to adherence to the cancellation deadline. The notice of cancellation is to be sent to:

**PIXFORMANCE SPORTS GMBH
Hauptstr. 19-20
14624 Dallgow-Döberitz**

Consequences of cancellation

In the event of an effective cancellation, the performances received by each party are to be returned and any derived benefits (e.g. interest) are to be surrendered. If you are unable to return or surrender the received performance or derived benefits (e.g. benefits of use) to us, or only in a deteriorated condition, you must pay us compensation. This may cause contractual payment obligations to still have to be fulfilled for the period up to the cancellation. Obligations to reimburse payments must be fulfilled within 30 days. For the party issuing the cancellation notice, the deadline shall commence once the cancellation notice is sent; for the party receiving the cancellation notice, the deadline shall commence upon receipt of the cancellation notice.

Notice

Your right to cancel shall expire prematurely if, by express mutual agreement, the Agreement is performed and completed by both parties before the right to cancel was asserted.

End of the cancellation policy

9 Final provisions

9.1 The law of the Federal Republic of Germany applies.

9.2 If the User has no place of general jurisdiction in Germany or in any other EU member state, if the User moves his/her permanent abode abroad after these GTC come into effect or if the abode or habitual residence of the User is unknown on the date on which a lawsuit is filed, the exclusive place of jurisdiction for all disputes arising from this Agreement shall be the registered offices of PIXFORMANCE.

9.3 PIXFORMANCE is entitled to amend and adapt these GTC during the term of the Agreement with future effect. PIXFORMANCE shall send the User the amended GTC before they are set to become effective and inform the User of the new provisions and the date on which they will become effective. At the same time, PIXFORMANCE shall set the User a reasonable deadline – of at least six weeks – to declare whether or not the User accepts the amended GTC concerning the continued use of the services. If the User fails to provide such a declaration within this deadline, which shall commence upon the receipt of the message in writing, the amended conditions shall be deemed accepted. When the deadline commences, PIXFORMANCE shall remind the User of the legal consequences, i.e. the right to object, the deadline for objections and the significance of a failure to provide a declaration. This amendment mechanism does not apply to amendments to the main contractual obligations of the parties.