

RUNology Terms of Use and Terms of Sale

Article 1 – General

Welcome to the page dedicated to the RUNology Terms of Use and Terms of Sale, which apply to the tablet and mobile app (the "App"). The Application is created, developed and operated by SHEmoves, s.r.o., Klemensova 3, 811 09 Bratislava, Slovak Republic, registered in the Commercial Register maintained by the District Court Bratislava I, Section Sro, Insert No. 94110/B, ID No.: 47 515 198.

The RUNology Service is governed solely by these Terms of Use and Sale (hereinafter referred to as the "Terms"). These Terms and Conditions apply to the exclusion of any other terms and conditions, in particular those applicable to other free or paid services offered on the Site or the App.

The purpose of these Terms and Conditions is to define the contractual and commercial relationship between SHEmoves, s.r.o. on the one hand and the subscriber of the RUNology service (hereinafter referred to as the "Subscriber") on the other hand.

The use of the site and the RUNology service is permitted for personal and private purposes only. Any use outside this scope, namely in public and corporate areas, is therefore strictly prohibited.

Subscription and access to the RUNology Services is solely conditional upon your prior acceptance of all of these Terms and Conditions (including the Privacy Policy) without limitation or qualification.

Article 2 - Presentation of the RUNology service

RUNology is a service offered and operated by SHEmoves that allows you, subject to your acceptance of these Terms, to train based on various training plans designed by coaches for the purpose of improving your athletic performance in the areas of running technique and body strengthening ("Exercises").

Upon registration, Subscriber has access to all features of the RUNology Service.

The main features of the RUNology Service are:

- Unlimited access to training programs, workouts and exercises;
- no advertisements;

The RUNology service can only be used on compatible devices.

Subscriber shall have access to the RUNology Service until the end of their subscription term, which is indicated on the subscription page at the time of subscription, or until cancellation of the subscription as set forth in these Terms and Conditions.

The RUNology Service is accessible from a mobile device or tablet via an app that the Subscriber must download.

Article 3 - Use of RUNology

Using RUNology requires a high-speed internet connection and internet service for portable devices. SHEmoves does not provide these connections. Therefore, a subscriber must first sign up with high-speed and/or mobile internet in order to use the RUNology service.

RUNology service is only available from one connection at a time. SHEmoves has the technical means to authenticate multiple simultaneous connections from the same account and can therefore detect any attempts with multiple connections.

Article 4 - Availability and modification of RUNology

RUNology is available 24 hours a day, seven days a week, subject to the limitations set forth in the Terms and in Section 10 below.

Pursuant to Regulation (EU) 2017/1128 on cross-border portability of online content services on the internal market, when using RUNology during a temporary stay in another Member State, any subscriber who has subscribed to RUNology from a Member State of the European Union will have access to the same content in the same way at no additional cost.

SHEmoves shall have the right to modify or enhance the RUNology Service to the extent it deems necessary. Nevertheless, SHEmoves warrants that doing so will not affect the quality or materially alter the features of the functionality of the RUNology Service.

In addition, SHEmoves has the right to temporarily block access to the RUNology Service without prior notice or compensation if necessary for maintenance or to ensure continuity of the Service. The Subscriber acknowledges that SHEmoves cannot be held liable in such a case and waives all rights of indemnification and/or action against SHEmoves in this regard. Temporary interruptions in the provision of the RUNology Service will be announced at least twenty-four (24) hours in advance on the Site, except in the case of an emergency.

Article 5 - Absence of the right of cancellation - Duration - Renewal - Cancellation - Transition to RUNology

5.1 No right of revocation (revocation period)

The Subscriber expressly acknowledges and accepts that the provision of the RUNology Service commences upon confirmation of the Subscription and acknowledges that the Subscriber hereby loses the right to cancel the Subscription. Consequently, no request for cancellation, cancellation or refund will be accepted after confirmation.

5.2 Period - Offers to try and discover

SHEmoves offers a 14-day subscription period (or for any other period as per the offers listed on the App).

Periods to try or discover the RUNology Service may also be offered in the App for varying durations, temporarily or otherwise. Unless otherwise stated, these trial or discovery periods will be subject to these Terms and will be limited to a single

subscription (same IP address (Internet Protocol) and/or same email address) regardless of the trial and discovery offer.

5.3 Renewal

Unless the Subscriber cancels the subscription pursuant to Section 5.4 and unless the Subscriber uses a one-time payment method, the subscription to the Service will automatically renew for the exact same period as the Initial Term. Accordingly, if the Subscriber selects any subscription from the Offer, such subscription will automatically renew.

The offer to try or discover the Services is subject to mandatory credit card details. Unless otherwise specified in the Application or the Terms, and unless the Subscriber cancels the subscription pursuant to Section 5.4, each Try-Out or Discovery Offer will automatically convert to a monthly subscription at the price specified in the Offer or at the price applicable to a monthly subscription to the RUNology Service.

5.4 Cancellation

If a Subscriber chooses to subscribe directly in the App, to cancel their subscription they must log into their account and click the "Cancel Subscription" button. The cancellation will take effect at the end of the current subscription period if made at least twenty-four (24) hours before the end of that period. In the case of a Try and Discover period, cancellation will occur on the cancellation date and time indicated on the Subscriber's account, unless otherwise indicated on the Site.

Article 6 - Conditions of access to the RUNology service

The Subscriber acknowledges that he/she is entitled to agree to these terms and conditions. This means that he or she is at least 12 years of age and is not subject to any legal protections that would prevent him or her from downloading RUNology.

The Subscriber declares that he/she resides in the country where the RUNology service is available and that he/she is the holder of a credit card issued by a bank in the same country.

Article 7 - Creating an account

To subscribe to RUNology, a subscriber must:

- download the app and create an account in the app or, if the subscriber is already registered, log in to the app;
- fill in the required information in the login form;
- agree to these terms and conditions;

- pay your subscription fee by one of the payment methods offered;
- confirm your subscription.

Subscriber agrees to provide true, accurate and real information in connection with their registration on the App and in connection with the RUNology Service.

Upon confirmation of registration, SHEmoves will send a confirmation email to the Subscriber at the email address provided at the time of registration.

Subscription to the RUNology Service will only become effective when SHEmoves sends the above confirmation email subject to the other requirements of these Terms. SHEmoves recommends that the Subscriber save and/or print this email.

The Subscriber may change the password assigned to his/her account by clicking " My Profile ".

The Subscriber agrees to notify SHEmoves immediately of any change or update to the information provided by him/her at the time of subscribing to the RUNology Service, and in particular of any change to his/her email address or bank details. The Subscriber may change his/her details at any time in his/her account on the Site by clicking on "My Profile".

The Subscriber is obliged to inform SHEmoves immediately of any loss or unauthorised use of his/her account, identification data or password. Passwords and identification data are considered personal data and the Subscriber agrees not to disclose them. Therefore, the subscriber is solely responsible for their use.

The Subscriber is solely responsible for the consequences resulting from the misuse of its account by the Subscriber itself or by a third party who has gained access to the Subscriber's account due to the fault or negligence of the Subscriber and, as a consequence, the Subscriber acknowledges that SHEmoves and any of its partners, contractors or rights holders cannot be held liable in this respect.

Article 8 – Price

The subscription price is listed on the website or in the app and includes VAT.

SHEmoves has the right to change subscription offers from time to time. SHEmoves will notify each Subscriber via the email address that the Subscriber provided at the time of subscribing to RUNology (or that the Subscriber later changes in his or her account) of any price increases at least fifteen (15) days prior to them taking effect. If Subscriber does not accept such increase, Subscriber may cancel its subscription pursuant to Section 5.4 above. If the subscription is not cancelled, the Subscriber will be subject to the new price from the due date of the following month's subscription.

Any increase in the VAT (Value Added Tax) rate will be automatically and immediately passed through to the price of the RUNology Service. This will also apply in the event of any new tax being generated based on the price of the RUNology service and applicable to SHEmoves. The cancellation terms applicable in the event of a change in the price for the RUNology Service as set out above will apply on the same terms in the event of a change in price resulting from an increase in or creation of new taxes.

Please note that the cost of internet connectivity and communications related to the use of the RUNology service is not borne by SHEmoves and is borne solely by the subscriber.

Article 9 - Payment of the price

The App offers various payment options (credit cards, prepaid cards, PayPal and/or other methods).

The subscription fee is payable depending on the subscription duration chosen by the subscriber. The first payment is made at the time of subscription and thereafter payments are made at the beginning of each subscription period by direct debit until the subscription is cancelled, regardless of whether the cancellation is initiated by the Subscriber or by SHEmoves.

In order to optimise the security of transactions, SHEmoves has chosen the payment systems of the various companies with which it has entered into agreements. The guarantees provided by SHEmoves with regard to the security of transactions are the same as those obtained by SHEmoves from these payment system providers.

Unless the Subscriber provides evidence to the contrary, computer records maintained on SHEmoves' and its partners' computer systems under conditions of reasonable security shall be deemed to be evidence of communications, orders, confirmations and payments made between the Subscriber and SHEmoves. This information shall be considered valid evidence between the Subscriber and SHEmoves unless the Subscriber is able to provide written proof to the contrary.

Article 10 - Liability of the Subscriber

a) Any Subscriber may send messages, information and/or comments regarding the Application. The Subscriber is solely responsible for any messages, content or information they post on the App. SHEmoves shall be deemed to be the provider of the web hosting service and shall not be responsible for content posted by users on the App over whom SHEmoves has no control or supervision.

In order to avoid liability for damages, Subscriber expressly agrees to ensure that any message they post on the App complies with the following requirements (this list is not exhaustive):

- does not infringe the intellectual property rights of third parties. The Subscriber agrees not to publish on the App any content protected by copyright, registered trademark or, more generally, any content protected by any other intellectual property rights held by third parties, without the prior consent of the owner or owners of said rights;
- does not contain any computer virus that may interrupt, destroy or affect the functions of the application;
- does not endorse crime or criminal behaviour or contain illegal or threatening messages or content of a paedophilic, pornographic, offensive, obscene, hateful, racist, anti-Semitic, xenophobic, revisionist nature, or messages that are contrary to public order and good morals;
- does not violate any right to privacy or promote disrespect for human dignity;

- does not incite violence, bigotry, crime, suicide or hatred related to religion, race, gender, sexual orientation or ethnicity;
- does not harass other users;
- does not promote or encourage criminal activity or illegal business;
- does not solicit passwords and/or personal information or disclose it for commercial or illegal purposes;
- does not transmit email chains, unsolicited bulk email, instant messages, advertising messages or spam messages;
- does not contain advertising and/or solicitation for the purpose of offering products and/or services for sale through the App;
- does not contain any addresses or web links that redirect the user to an external website whose content violates any applicable laws and/or regulations, infringes the rights of third parties or these Terms.

b) Subscriber agrees not to use any automated system, such as scripts, to add users to their user account or to send comments or messages.

c) If the Subscriber violates any law or infringes any rights of third parties, SHEmoves has the right to provide any information that enables or facilitates the identification of the offender, upon the request of any legal authority (courts, administrative authorities and police forces).

d) The Subscriber is fully and completely responsible for his/her health condition, responsible for the manner in which he/she carries out the various exercises of the RUNology service. Participation in the various programs of the RUNology service is voluntary and is entirely at the Subscriber's own responsibility and risk. If the Subscriber modifies the selected exercise and deviates from the presented form, he/she is fully responsible for the consequences and execution of such exercise.

If you are starting to use RUNology after an injury, we recommend that you consult with your treating physician in advance regarding the level and appropriateness/suitability of the exercises. The suitability and adequacy of the program selected is entirely the responsibility of the Subscriber.

If you experience a deterioration in your health or experience an unexpected health problem or complication while exercising, please stop exercising and seek professional medical advice.

Article 11 - Disclaimer of warranties

The Subscriber declares that he/she has been informed of the scope and limitations of the Internet network.

For this reason, SHEmoves disclaims responsibility for any failure of access to the RUNology service, for the speed in opening and viewing the application, for the speed in playing videos and

exercises, for the temporary or permanent unavailability of the RUNology service, and for fraudulent use of the information contained in the application by third parties.

The subscriber is therefore obliged to protect his/her device from any form of intrusion and/or contamination by virus, for which SHEmoves cannot be held liable. SHEmoves cannot be held liable for any malfunctions or damages that occur to the Subscriber's device.

SHEmoves generally disclaims any liability if a breach of obligations occurs due to acts of nature, acts of God, or the result of uncontrollable causes, including but not limited to internet failure, computer equipment failure, telecommunications equipment failure, other equipment failure, electrical power failure, strikes, labor disputes, riots, insurrections, civil disturbances, labor or material shortages, fire, floods, storms, explosions, acts of God, war, governmental interference, orders of domestic or foreign courts or tribunals, failure of third parties to perform their obligations, or loss or fluctuation of heat, light or air conditioning supplies, and generally any unstoppable and unforeseeable event that prevents the successful performance of the Orders.

SHEmoves disclaims any liability if the RUNology Service is found to be incompatible with certain equipment and/or features of the Subscriber's equipment.

Subscriber is solely responsible for his/her use of the RUNology Service and cannot hold SHEmoves liable for any claim and/or action that may be brought against him/her. The Subscriber shall be liable for any claim, complaint or objection and, in general, for any action brought against SHEmoves by a third party in connection with the Subscriber's use of the RUNology Service.

SHEmoves shall not be liable for any health problems and issues that the Subscriber incurs due to improper use of the RUNology Service and improper evaluation/performance of particular exercises/programs.

Article 12 - Intellectual property

The general structure of the app, the RUNology service and all elements that make it up (including but not limited to logos, domain names, exercises, exercise descriptions or videos and related elements such as photos, images, texts and biographies of the authors, among others) are the exclusive property of SHEmoves.

These elements are protected by intellectual property and other laws, in particular the Copyright Act. The Subscriber may use these elements only for the purpose of using the RUNology Service, and in accordance with these Terms.

Therefore, any representation, in whole or in part, of the Application, the RUNology Service and/or the elements that make it up (as described above), made in any way, without the express permission of SHEmoves, is strictly prohibited and will be considered an infringement punishable by law.

The contents made available within the RUNology service are digital files protected by national and international copyright and related rights. They may therefore only be used in a private or family environment. In the event of any use other than for private purposes, civil and/or criminal proceedings may be brought against the subscriber. Any other use of the content is strictly prohibited and, in particular, any downloading or any attempted downloading, any transfer or attempted permanent or temporary transfer to the hard drive of a computer or to any other devices, any burning or attempted burning of CDs or any other media is expressly forbidden. Any resale, exchange or rental of these files is strictly prohibited.

Subscriber acknowledges that the content available to them through the Application is protected by technical safeguards set up by SHEmoves in an effort to prevent or limit unauthorized use of the content in violation of these Terms and Conditions, depending on the technology used.

The Subscriber agrees not to circumvent these protective technical measures in any way in order to download these files and store them on his/her device, regardless of the device in question (computer, mobile phone, music player or other portable music disc player, etc.).

Article 13 - Interruption and/or cancellation initiated by SHEmoves or the Subscriber

Without prejudice to any damages SHEmoves may claim, SHEmoves shall have the right to suspend Subscriber's access to RUNology and/or cancel Subscriber's subscription to RUNology without notice or compensation in the event that Subscriber:

- Does not comply with these Terms and Conditions and in particular:
- does not respect the intellectual property rights of SHEmoves or its licensors;
- circumvents or attempts to circumvent the protective technical measures put in place by SHEmoves;
- uses or attempts to use multiple logins to a single account at the same time;
- Provides false information at the time of subscription to RUNology or thereafter.
- Fails to pay the subscription fee in whole or in part.
- engages in activities detrimental to SHEmoves' business interests.

The Subscriber will be able to cancel its contract or subscription without notice or compensation to SHEmoves if SHEmoves breaches its material obligations as defined in these Terms or for legitimate reasons, such as the theft of the device from which the RUNology application is used or due to the technical incompatibility of the RUNology service with the Subscriber's device.

Article 14 - Changes to the Terms and Conditions

SHEmoves has the right to change these terms and conditions at its sole discretion. SHEmoves will notify Subscriber of any change to these Terms via the email address listed on Subscriber's account at least two (2) weeks prior to the effective date of the change. If the Subscriber does not accept such changes, the Subscriber may cancel its subscription from its account on the App as set out in clause 5.4 above, such cancellation to take effect on the Subscription due date for the next subscription period. If the Subscriber does not cancel his/her subscription, the changed terms will take effect one (1) month after receipt of notice of the change in terms.

Article 15 - Customer Service

As part of accessing and using the RUNology Service, SHEmoves provides the Subscriber with a customer support service that can answer any questions the Subscriber may have about their account and the services SHEmoves has made available to them ("Customer Service").

The Subscriber will be able to request information about (this list is not exhaustive):

- his/her access to and use of the services provided by SHEmoves;
- your account and changes to your account details;
- your subscription and payments.

The Subscriber may contact SHEmoves via the Site by clicking on the "Contact and Support" section.

Customer Service will use its best efforts to respond to such requests within a reasonable timeframe, but cannot guarantee or make any warranty of any kind that such requests will be processed within a timeframe commensurate with the Subscriber's expectations, or that the Subscriber will be completely satisfied with the response.

Article 16 - Invalidity of any provision

If any provision of these Terms becomes invalid or void for any reason, the remaining provisions shall remain in full force and effect.

Article 17 - Jurisdiction - Claims and Disputes

These terms and conditions are governed by the laws of the country in which the subscriber is habitually resident.

Any complaints regarding the application of these Terms of Use must be sent by email to our customer service.

In the event of a dispute, the parties will attempt to reach an amicable settlement prior to the commencement of any legal proceedings. If the parties fail to reach an amicable agreement, any claim relating to the validity, interpretation and/or enforcement of these Terms of Use shall be brought in the courts of the country in which the Subscriber is ordinarily resident.