



GENERAL TERMS AND CONDITIONS (GTC) MySports GmbH

Version: 02/2024

1. Service of MySports and acceptance of the GTC and data protection provisions

1.1 MySports GmbH, Raboisen 6, Hamburg, Germany (hereinafter referred to as "**MySports**") offers internet-based services (hereinafter also referred to collectively as the "**Service**") for sports, fitness and wellness facilities (hereinafter referred to collectively as "**Studios**") and their members as well as other sports enthusiasts (hereinafter referred to collectively as "**Users**"). The MySports Service comprises the establishment of a connection between the User and one (or more) Studio(ies) selected by the User ("**Connect**"), in particular for the following purposes:

- i. the provision of a Service (hereinafter referred to as "**Member Self-service**") for communication between the User and a Studio connected to the User,
 - for the independent administration of the membership data stored by the Studio on the User's person (e.g. master data, contact data, contract data, payment data) by the User himself, and
 - to process direct payments from the User to the Studio to settle negative balances on the User's membership Account, and
 - for communication between the User and the Studio;
- ii. the provision of a web-based payment channel (hereinafter referred to as "**Booking Portal**") on which the respective Studio can present itself and offer its products and services (e.g. personal training sessions, day passes, online contracts) for the User to book;
- iii. the provision of functionalities for determining and evaluating the User's activity level using external sources.

Both, the respective Studio and each User, are free to decide on the scope of use of the MySports Service. It is therefore possible that the Service is not offered in full by every Studio.

1.2 MySports provides the Service in the current version and expressly reserves the right to make content and technical updates at any time. Updates are made to adapt to the state of the art, to optimize system performance and user-friendliness, to correct errors, to update and complete, to optimize program technology or if they are required for licensing reasons. MySports has the right at any time - at its own discretion - to suspend or discontinue access to free parts of the Service in whole or in part, as well as to discontinue free parts of the Service in whole or in part.



- 1.3 The Service is generally designed for round-the-clock access. MySports endeavours to achieve an availability time of 99.95 percent on a monthly average. This commitment does not include periods of temporary unavailability due to routine or necessary maintenance, data backup or updating measures. Furthermore, downtimes caused by a lack of technical prerequisites for access to the Service to be created by the User, due to faults in the general telecommunications infrastructure or which are the responsibility of the data transmission company or which are due to force majeure beyond the control of MySports are not covered.
- 1.4 The registration and subsequent unconditional use of the MySports Service by the User shall constitute acceptance of these GTC and all notices and references contained therein. If the User does not agree with these terms and conditions, he/she is not authorized to use the MySports Service.
- 1.5 MySports processes the personal data of Users in accordance with the applicable data protection regulations. Details can be found in MySports' privacy policy and the references contained therein. The privacy policy can be viewed and downloaded at <https://public.sportalliance.com/mysports/en/mmp/privacy/mysports-en-mmp-privacy-20240223.pdf> . It describes what types of data MySports collects about the User and how MySports processes the data. The privacy policy is not part of a contractual agreement between MySports and the User and may be subject to change. The privacy policy should therefore be consulted regularly. By using the Service, the User confirms that the User has read and understood the privacy policy. Insofar as personal data of the User is processed by a Studio or third party within the framework of the MySports Service, the data protection provisions of the Studio/third party in question, which can be found on the platform of the Studio/third party in question, shall also apply. Insofar as a supplementary agreement on joint responsibility has been concluded between MySports and the Studio/third party, information on its essential content is also provided at <https://public.sportalliance.com/mysports/en/mmp/appendix3/mysports-en-mmp-appendix3-20240223.pdf> .
- 1.6 Use of the MySports Service with health-related content (e.g. training plans) is at the User's own risk. A prerequisite for use is that the User is in good general health. If the User is aware of any pre-existing medical conditions, it is strongly recommended that medical advice be sought before using the MySports Service. This applies in particular, if the User may suffer from one or more of the following illnesses/complaints/interventions: cardiovascular diseases, lung or respiratory diseases, spinal and/or joint problems, neuromuscular diseases, surgical interventions, other health restrictions. Pregnant women or nursing mothers should also consult a doctor.



2. General provisions

The following provisions apply to all components of the MySports Service.

- 2.1 A User is authorized to register if he/she is over 16 years of age. If the User is under 18 years of age, registration, and use of the paid parts of the MySports Service (e.g. use of the Booking Portal for paid services) may only take place with the assistance of a parent or legal guardian. The User may only install and use the MySports Service for non-commercial purposes. All declarations made by the User may only be made in the User's own name and only have legal effect in the User's own name.
- 2.2 MySports reserves the right to exclude a User temporarily or permanently in the event of violations of the law, common decency or these GTC. The User undertakes not to send any incorrect information (in particular also no incorrect personal data) to MySports or using the MySports Service.
- 2.3 Information that MySports provides as information about Studios and their services in the performance of the service originates either from generally accessible sources of information or has been provided by the respective Studio itself. The Studios are solely responsible for ensuring that the information disseminated by MySports about them and their services within the framework of this Service is updated. Although MySports takes great care and diligence in providing the Service, MySports can neither verify nor guarantee that all information is correct and complete due to its dependence on the Studios and other generally accessible sources of information.

Insofar as the MySports Service contains hyperlinks to other platforms operated by persons other than MySports, these are provided to the User only as a reference. MySports does not monitor such platforms on an ongoing basis and is not responsible for their content.

- 2.4 The User is advised that the entire software underlying the Service is the property of MySports and/or its partner companies and is protected by copyright and corresponding contractual provisions. The User may only use the software for the contractual use of the Service provided by MySports.

3. Registration of the User

3.1 Setting up a User Account

The comprehensive use of the MySports Service requires the User to register and create a User Account with MySports by truthfully providing the requested data. Parts of the Service, such as information about the services offered by a Studio, can also be used without registration. As part of the registration process, the User is asked to accept these GTC and the data protection provisions (see privacy



policy). After registration, MySports will first send an e-mail for security reasons asking the User to verify the registration. Only then is the registration process complete. The User-Account-Data and password must be treated confidentially. Access IDs or passwords must not be made accessible to third parties. Third-party access codes or passwords may not be used. The User is responsible for all activities in connection with his/her User Account. If MySports obtains reasonable suspicion that a User Account is being used without authorization, MySports is entitled to suspend the rights of use and to block the User Account until until suspicion of unauthorized use has been eliminated towards MySports. The User Account cannot be transferred to another person.

3.2 Use of the User Account by MySports for the transmission of messages

In the event of important news, MySports will send the User Service-notifications and information, which MySports is legally obliged to provide, to the User's e-mail address linked to the User Account. As the data stored in the User Account is relevant for communication between the User and MySports, the User will always update the data provided. If the User does not agree to receive the aforementioned notifications electronically, he/she may not use the MySports Service. The notification will take effect immediately.

3.3 Closing a User Account

The User has the right to close his or her User Account at any time and thus give up the authorization to use the MySports Service with immediate effect. For this purpose, the User can use the functionalities provided within the MySports Member App and on the MySports website. After closing the User Account, all content posted there will be deleted or blocked by MySports - subject to statutory documentation and statutory retention periods.



4. Provisions for the use of Member Self-service

- 4.1 The MySports Service is used for communication between the User and Studios that are connected to the User via a so-called Connect. The establishment of a Connect between the User and a Studio is possible if the User has an ongoing contractual relationship with the Studio in question or if the User wishes to establish such a relationship. However, some of the Studios also use the MySports Service to offer communication to Users with whom a contractual relationship previously existed, so that a Connect is also possible in this respect. The User alone decides whether a Studio that meets the requirements for a Connect should be connected with the User.
- 4.2 An established connection enables the User to exchange communication content with the connected Studio and, in particular, to view the personal data stored by the connected Studio and to manage it independently to the extent permitted by the Studio in question. Furthermore, the User has the option of settling a negative balance on the Member Account. Details on the payment process can be found in section 6.
- 4.3 The data backup of the corresponding communication content is not part of MySports' range of Services. MySports is therefore only responsible for the storage of communication content to the extent that MySports itself is legally obliged to store it. The User is responsible for backing up storable communication content in such a way that it can be restored with reasonable effort.
- 4.4 The content transmitted between the User and the associated Studio shall at no time become the property of MySports. MySports only has limited rights of use to the content in order to provide, improve, advertise and protect the MySports Service as described in this agreement, in compliance with statutory retention and documentation obligations.
- 4.5 MySports is not a party to the legal relationship between the User and the Studio and assumes no obligations and no warranty in this regard. The above provision does not restrict the rights of the User under applicable data protection laws.

5. Provisions for the use of the MySports Service as a Booking Portal

The following provisions apply to the use of the MySports Booking Portal. Studios that offer services via the Booking Portal are hereinafter referred to as "**Offering Studios**".



5.1 Procurement activities of MySports

- i. The Service provided by MySports as part of the Booking Portal is limited to the provision of information about the services and prices of the Studios offering them. MySports is not itself the seller of the services offered and does not act as a representative of the respective Studio offering the services.
- ii. The contract between the User and the Offering Studio is effectively concluded as soon as the User completes the final step of the order process. The Offering Studio is entitled to cancel the order if the offer is no longer available or in the event of force majeure.
- iii. German law applies to the processing of an order procured between the Offering Studio and the User, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG). If the User is a consumer with habitual residence in the EU, he/she shall also enjoy the protection of the mandatory provisions of the law of his/her country of residence. The Offering Studio and the User shall regulate the implementation of the respective legal relationship, including all contractual modalities, between themselves.
- iv. The respective Offering Studio is solely responsible for the proper fulfillment of contracts concluded via the Booking Portal. The User is aware that no contractual relationship of any kind is established between the User and MySports in this respect. A legal relationship for the purchase of services is established solely between the User and the Studio offering the services.
- v. Invoices from the Offering Studio will be sent to the User via the MySports Service, unless otherwise agreed between the User and the Offering Studio. Invoices from the Offering Studio are due immediately and without deduction. Offsetting against counterclaims of the User is only permitted with counterclaims that are undisputed, legally established or recognized in writing by the Offering Studio. The assertion of a right of retention is only permitted with regard to such counterclaims that are based on the same contractual relationship as the claim.

5.2 MySports is not liable for Service descriptions, prices etc.

- i. Prices, descriptions of the services offered and other information published on the MySports Booking Portal are provided to MySports by the Studios offering the services for publication and are not checked by MySports for completeness and accuracy. MySports therefore does not guarantee that this information is free of errors and points out that the information published on the Booking Portal may also contain typographical errors. The information provided here is subject to regular changes.
- ii. MySports hereby expressly declares that the information provided on the Booking Portal does not constitute any assurances or guarantees regarding the quality of the services offered, their suitability for a specific purpose or the non-violation of third-party rights.



5.3 Contractual agreements between the User and the Studio offering the Service

By using the Booking Portal, the following provisions become legally valid for the User and for the Studio offering the Service

- i. Prices, processing of payments in the relationship between the User and the Offering Studio
The Offering Studio alone determines the price for the services sold by the Offering Studio on the Booking Portal. The price quoted is inclusive of statutory VAT.
- ii. Information in the relationship between the User and the Offering Studio
Information on the Booking Portal regarding the availability of the respective Service is non-binding, unless the information provided on the Booking Portal is expressly designated as binding.
- iii. **WITHDRAWAL INSTRUCTION**

RIGHT OF WITHDRAWAL

The User has the right to withdraw from a contract concluded with an Offering Studio within 14 days from the date of conclusion of the contract without giving reasons. To exercise the right of withdrawal, the User must inform the Offering Studio of his decision to withdraw from the contract by means of a clear declaration (e.g. a letter sent by post or e-mail). To comply with the withdrawal period, it is sufficient for the User to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdraw:

If the User withdraws from a contract, the Offering Studio shall reimburse the User for all payments it has received from the User, including delivery costs (with the exception of additional costs resulting from the fact that the User has chosen a different type of delivery than the cheapest standard delivery offered by the Offering Studio), immediately and at the latest within fourteen days from the day on which the notification of withdrawal from the contract is received by the Offering Studio. For this repayment, the Offering Studio shall use the same means of payment that the User used for the original transaction, unless expressly agreed otherwise with the User; in no case shall the User be charged any fees for this repayment.

If the User has requested that the service should commence during the withdrawal period, the User must pay the Offering Studio a reasonable amount corresponding to the proportion of the service already provided up to the time at which the user informs the Offering Studio of the exercise of the



right of withdrawal with regard to the contract compared to the total scope of the services provided for in the contract.

END OF WITHDRAWAL INSTRUCTION

iv. Supplementary provisions of the Offering Studio

If the General Terms and Conditions of the Studio offering the services offered on the Booking Portal also apply to the purchase of services, this will be expressly indicated on the Booking Portal. In the event of differences and contradictions between these GTC and the general terms and conditions of the Offering Studio, these GTC shall take precedence over the general terms and conditions of the Offering Studio.

6. Provisions for making payments

The MySports Service enables the User, using the MySports Service (using a payment method offered there), to settle a negative balance of his/her membership Account with a Studio in full or in part or to pay fees for contracts concluded in the Booking Portal. It is not MySports, but solely the respective Studio that is entitled to the respective payment claim against the User. An independent, regulated payment Service provider (hereinafter referred to as "payment Service provider") is used for the technical processing of payments between the gym and the User. Payment processing is therefore also subject to the payment Service provider's terms of use and privacy policy. In the case of a direct debit procedure, the User shall bear the costs incurred by the Studio due to insufficient funds in the User's Account in the direct debit procedure.

7. Functionalities for determining and evaluating the User's activity level

MySports offers Users the option of bundling and analysing their activity data from various sources. The User himself determines from which sources activity data should be collected. In addition to activity data from Studios with which the User has established a connection (see section 1.1), the User has the option of including other sources (e.g. via the use of geolocation data). The User's collected activity data is stored in the User Account. In order to use the MySports Service, the User must be registered and the sources for obtaining activity data must be included in the MySports Service.



8. Liability of MySports

8.1 Availability of the MySports Service

The User is aware that errors can occur in the use of software, computers and telecommunications systems and that downtimes can occur. MySports therefore does not guarantee that the MySports Service will be uninterrupted and secure or free from the aforementioned errors. In particular, MySports is not responsible if and insofar as offers from the Studios offering the Service are not processed or saved on the Booking Portal due to technical problems.

8.2 No liability on the part of MySports for content posted by Users, Studios or third parties

- i. MySports is not liable for content that is uploaded, posted, published, or otherwise made accessible to others by Users, Studios or third parties and is also not the publisher of such content. This also applies in particular to training plans of Studios, User activity data collected by the Studio, descriptions of the services offered by the Studios on the Booking Portal, including links to third-party platforms. MySports cannot rule out the possibility that content posted by Users, Studios or third parties is offensive or objectionable and/or incorrect, infringes the rights of third parties, causes damage to a User's computer or network or is unlawful or illegal.
- ii. If the User is provided with health-related content (e.g. training plans etc.) as part of the Service, the instructions and information contained therein must be strictly adhered to by the User, as otherwise there is a risk of injury and/or health risks. In addition, the User is obliged to observe the health instructions in section 1.6. In the event of discrepancies or contradictions between the health instructions and the instructions and information provided as part of the Service, the precautionary principle must be applied. If the User uses aids or equipment for the exercises and training sessions, it is the User's responsibility to ensure that these aids and/or equipment function properly and have been installed or set up correctly.



8.3 Liability of MySports for damages suffered by the User

- i. MySports shall be liable to the User for intentional or grossly negligent acts or omissions on the part of MySports in accordance with the statutory provisions.
- ii. In the event of slight negligence, MySports shall only be liable for damages suffered by the User that are attributable to material breaches of duty that jeopardize the achievement of the purpose of the contract, or to the breach of duties whose fulfilment is essential for the proper performance of the contract. Liability is limited to the foreseeable damage typical for this type of contract. This applies to all claims for damages on whatever legal grounds, including claims in tort.
- iii. The limitations of liability do not apply in cases of mandatory statutory liability (e.g. under the Product Liability Act), for damages due to injury to life, body, or health and for damages covered by a guarantee granted by MySports.
- iv. Insofar as the liability of MySports is excluded or limited, this also applies to the personal liability of MySports employees, workers, staff, representatives, and vicarious agents.

9. Termination rights

9.1 Right of termination of the User

The User has the right to terminate the contract concluded with MySports for the use of the MySports Service at any time by closing his/her User Account or by giving notice of termination in text form (including e-mail). Section 3.3 of these GTC applies to the closing of the User Account.

9.2 Right of termination by MySports

MySports is entitled to terminate the contract concluded with the User at any time without giving reasons by giving two (2) weeks' notice in text form.

9.3 Termination for good cause

The right to terminate for good cause remains unaffected for both parties. In the event of serious breaches by the User of the provisions of these GTC (in particular Sections 2.1, 2.2 and 2.4), MySports shall be entitled to extraordinary termination; MySports shall first issue a warning about the breach, unless the requirement for a prior warning is dispensable under the statutory provisions.

9.4 Declaration of termination

A notice of termination from MySports is usually sent by e-mail to the e-mail address linked to the User's User Account. In this respect, the provision in Section 3.2 of these Terms and Conditions applies.



10. Final provisions

- 10.1 The MySports Service is subject to the GTC applicable at the time of use of the Service. If the User is the holder of a User Account and provided that he/she is not unreasonably disadvantaged by the change, MySports is entitled to change the GTC, in whole or in part, at any time for the following reasons: For legal or regulatory reasons; for security reasons; to further develop or improve existing features of the Services and to add additional features; to take Account of technical progress and to make technical adjustments and to ensure the future functionality of the Services. If MySports makes changes, MySports shall inform the User (cf. Section 3.2) of this within a reasonable period of time and inform the User of the rights to which he/she is entitled (cf. Section 3.3). If an amendment proves to be invalid, void or unenforceable for any reason, this shall not affect the validity and enforceability of the remaining amendments or conditions. Notwithstanding this, MySports reserves the right to make changes to the MySports Service at any time.
- 10.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws. For all matters relating to MySports, the courts of the judicial district of Hamburg shall have exclusive jurisdiction, insofar as this is permissible. The place of jurisdiction shall be Hamburg in particular in relation to a User who has no general place of jurisdiction in Germany or in another EU member state or who moves his permanent place of residence to a country outside the EU after these GTC come into effect or whose place of residence or habitual abode is not known at the time the action is brought. If the User is a consumer with habitual residence in the EU, he/she shall also enjoy the protection of the mandatory provisions of the law of his country of residence. He/she can assert claims in connection with these GTC, which arise from consumer protection standards, either in Germany or in the EU member state in which he/she lives. For all matters between Studios and the User, the court effectively agreed between the Studio and the User shall apply.
- 10.3 The European Commission provides a platform for online dispute resolution (ODR platform). This platform can be found at <http://ec.europa.eu/odr>. MySports expressly excludes alternative dispute resolution in accordance with Directive 2013/11/EU. The email address of MySports is info@mysports.com. MySports is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- 10.4 If any provision of these GTC is invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. An invalid, void or unenforceable provision shall be reinterpreted in such a way that the economic purpose intended by it is achieved.
- 10.5 In the event of additional translations of these GTC into other languages, only the German text version shall be authoritative for the interpretation of any agreements made.