

CLIENT TERMS OF SERVICE

These subscription terms set out terms and conditions under which the user (“User”) use services from PT Pro AS (“PT PRO”).

1. RIGHT TO ACCESS AND USE

PT PRO grants to User, during the term of the Agreement, a right to remotely access and use the PT PRO platform free of charge, as long as the account is connected to one or more trainer accounts in the system.

2. SUPPORT

PT PRO will provide basic support for the technical use of the system if needed. The Customer will provide access to the necessary resources for PT PRO to be able to support the Customer in a timely manner.

3. MODIFICATIONS AND IMPROVEMENTS

PT PRO seeks to constantly improve the Service. PT PRO may from time to time make improvements, add, modify, or remove functionality, or correct any errors or defects in the Service as further described in the Service Level Agreement. The Customer will get access to modifications and improvements that are made generally available to all customers who have purchased the same features. Additional features and services introduced from time to time may be purchased as an Add-On Service.

4. SECURITY MEASURES

PT PRO has implemented and shall during the term of the Agreement maintain appropriate technical and organizational measures, internal controls, and information security routines. The routines applicable at the time of entering into the Agreement are described in Appendix 4. PT PRO may during the term of the Agreement change and/or update the measures as desired, provided that such changes shall not materially decrease the overall security of the service compared with the measures described in Appendix

5. PROCESSING OF PERSONAL DATA

PT PRO shall process Customer personal data only as permitted under this Agreement. The data processing agreement set out in Appendix 3 (“Data Processing Agreement”) reflects the parties’ agreement with respect to

PT PRO’s processing of personal data on behalf of the Customer.

6. DATA EXPORT

PT PRO provides a standardized format to export the Customer’s data via the built-in export function in the Service. This function may be used by Customer during the term of the Agreement.

7. ACCEPTABLE USE

7.1. Users

The Service shall be available for use by the User only. User accounts are personal, and not to be shared.

7.2. Log-in details

Users shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. The Customer will notify PT PRO immediately of any unauthorized use of a User’s account or any other breach of security.

7.3. Reverse engineering

The Customer shall not modify, translate, reverse engineer, decompile or disassemble any of the Service or otherwise attempt to derive source code or create derivative works from the Service

7.4. Intentional service interference

The Customer shall not intentionally use the Service in a manner that impacts the availability, performance, reliability, or stability of the Service.

8. CUSTOMER DATA

8.1. Ownership of User Data

User Data is and shall remain the exclusive property of User and User has sole responsibility for the content of and the right to use User Data. “User Data” means for the purpose of this Agreement any data included by Customer in- or generated by Customer’s use of the Service.

Through the platform, users will be able to share data with their trainers. Any such data shared with the trainer will be owned by the trainers, and covered by the trainers Data Processing Agreement with PT PRO.

This includes:

- Logging of exercise data
- Logging of nutrition data
- Other health data such as sleep statistics, body measurements etc.

Even though this data is owned by the trainer, PT PRO reserves the right to transfer or delete personal data about User on request from the User.

8.2. Rights to use Customer Data.

Customer hereby grants to PT PRO, during the term of this Agreement, a limited right to access and use such Customer Data that are necessary for PT PRO to provide the Service. PT PRO will use Customer Data only as necessary to provide the Service to the Customer.

8.3. No sales of data

PT PRO will not sell, rent, or lease Customer Data to any third party or otherwise receive any value in exchange for Customer Data.

9. TERM AND TERMINATION

The service is provided free of charge as long as the user has a connection with a trainer account.

10. BUYING FROM THIRD PARTIES USING THE SERVICE

10.1. Products and services you can buy

The service enables buying products and services from third parties. Products and services are made available by the third parties themselves, and pricing, content and condition is the sole responsibility of the third party. Any purchase of a product or service for a third party will require the explicit consent of the User.

10.2. Payments

Payments are processed and handled through Stripe.

10.3. Additional agreements

The third party and the user is free to, and responsible for any additional agreements related to the products and services bought through the Service. Any additional agreements must not be in conflict with the terms and conditions of the Service.

10.4. Disputes

Any disputes relating to the delivery of, or payment for products and services sold and bought through the Service should be resolved directly between the User the third party.. The Service shall never be responsible for missing delivery or payment for sales conducted through the Service.

11. DISCLAIMERS

THE SERVICE IS PROVIDED "AS IS". PT PRO DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE USE, QUALITY, PERFORMANCE, ACCURACY AND COMPLETENESS OF ANY DATA PRODUCED BY THE SERVICE. PT PRO WILL ONLY BE LIABLE FOR A SECURITY INCIDENT UNDER THE AGREEMENT IF PT PRO NEGLIGENTLY BREACHES THE SECURITY MEASURES DESCRIBED IN SECTION 7.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EITHER PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION ON LIABILITY.

12.1. EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

12.2. LIMITATION OF TOTAL LIABILITY

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT AND THE DATA PROCESSING AGREEMENT) EXCEED THE AMOUNT OF FEES RECEIVED BY PT PRO DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

13. TEMPORARY SUSPENSION OF SERVICES

PT PRO may temporarily suspend the Service if Customer is in breach of the Agreement and such breach is not cured within thirty (30) calendar days after Customer's receipt of written notice thereof. Suspension will last until the breach has been cured by Customer.

14. MISCELLANEOUS PROVISIONS

14.1. Compliance

PT PRO provides a standard service that can be accessed in any jurisdiction via a web interface. PT PRO shall provide the Service in accordance with those laws in the country PT PRO is registered that are applicable to PT PRO's provision of its services in general without regard for Customer's particular use of the Service. Customer is responsible for its own use of the Service, all activities that occur under User's account, and that such use is compliant with legal requirements applicable for their business and any local laws that may impact its right to import, export or use the Service.

The Customer shall not be located in, and will not use any Service from, any country subject to U.S. EAR or OFAC restrictions.

14.2. Assignment

This Agreement may not be assigned by either party without the prior written consent of the non-assigning party. Consent is not required in the context of merger, acquisition, or sale of all or substantially all the assigning party's stock or assets, provided that the assigning party provides advance written notice thereof to the non-assigning party. Subject to the foregoing, the terms and conditions of this Agreement shall insure to the benefit of and be binding upon the parties' respective permitted successors and assigns.

14.3. Force Majeure

Neither party shall be liable for any failure or delay in its performance of its obligations under the Agreement resulting from an event caused by conditions beyond the reasonable control of a party, including governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, acts of God, telecommunications

failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party.

A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than three months, either Party may terminate this Agreement immediately without liability to the other party.

14.4. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

14.5. Severability

If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

14.6. Amendment

Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

14.7. Notices

All notices and other communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail.

14.8. Survival of Certain Provisions

Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

14.9. Governing Law and legal venue

This agreement shall be governed by and construed in accordance with the laws of Norway. Any dispute which is not settled amicably between the parties shall be subject to the exclusive jurisdiction of the Norwegian court.