



General Terms And Conditions Of Business For Using SENSE4FIT App

General Note:

The following General Terms and Conditions of Business for Using Sense4Fit App ("S4F") are intended for use with our local and international customers and define the legal framework for using the services, products, content, and functionality offered by S4F. These Terms and Conditions are supplemented by our "General Sales Conditions" and the stipulations on our websites and software applications regarding returns, terms of delivery, prices, and other customer information (collectively referred to as the "General Terms and Conditions"). The term "S4F website" is used below to refer www.sense4fit.com. For the services offered under this app, we will in some places link to the relevant information on the www.sense4fit.com. You can also contact our customer service team via separate email addresses that have been set up for our products. Detailed information about this will be provided in the Terms and Conditions of Business below.

Therefore, please read these General Terms and Conditions of Business carefully.

1. Introduction

We are Sense4fit Development SRL (hereinafter referred to as "us" or "we" or "Company"), a Romanian company that developed the S4F which is a "FIT to EARN" ecosystem that delivers an online concept through a semi-decentralized app, which includes fitness, nutrition, personal development and mindfulness, that will further develop in a hybrid concept with offline sports events, bootcamps and competitions.

Working hard will become part of your nature at S4F. Consistency is crucial, and since for many people the prospect of a long, healthy life is not incentivizing enough, Sense4FIT has come up with the ultimate reward for working out and living healthy. Simply having a constant routine that benefits your mind and body is the optimal solution, with Fit2Earn providing a fun and immersive option. Thus users can challenge themselves, while also earning \$SFIT tokens and improve their lifestyle in one go.

However, simply being active for 1 or 2 out of 24 hours a day is insufficient, that is why at S4F, everything is taken into consideration. From sleep to nutrition, exercise with the best trainers and mindfulness to ensure your best health is achieved. Of course, you will need a tracker in order to keep a record of all this and track progress as well as to ensure no cheating, through our innovative Proof-of-Activity mechanism. The S4F ecosystem centers around NFTs, which enable access and determine your rank and reward potential. Thus you are constantly incentivized to train harder and smarter and to unlock new challenges

that will maximize your SFIT earnings. In addition, S4F has created a very attractive digital ecosystem, which is enticing to potential investors, allowing for differentiated NFT trading.

S4F provides a multitude of workout options, professional trainers, and the best video content. With our Coach-on-Demand service, plus a diversity of challenges to keep you engaged, even adding a social element to fitness, you can work out in teams or compete against each other in order to exclude boredom and deter quitting.

Experience or XP is vital for leveling up, only possible when a user has gained on average 65% XP compared to the previous level. It infers that it gets progressively harder to level up, meaning that users have to be constantly committed in order to achieve true progress and maximize rewards. What users should also know is that XP declines for inactivity, thus based on the total number of inactive days, they will receive proportional penalties on a daily basis.

XP cannot be bought and is mostly gained from workouts in single mode (this also involves additional sports and not just our pre-recorded videos) and challenges (detailed later). Nevertheless, XP can also be gained by watching ads (for a maximum of one view a day).

Experience is heavily dependent on the length of workouts, with longer workouts yielding higher rewards. As one progresses through the ranks, they unlock lengthier workouts as well as access to harder challenges, which in turn yield out higher rewards. We have also calculated how quickly one can progress from "Zero to Hero", meaning how fast they progress to the final rank. Without any multipliers stemming from Nutrition & Mindfulness challenges, a user can become Ultra Challenger in 53.5 weeks if they work out daily, and 75 weeks if they work out 5 times a week. However, the number of weeks necessary for full progression can be slightly reduced through nutrition and mindfulness challenges. In addition, since we want to stimulate further adoption, one's fitness progression and rank level-up will be also aided through the referral program, based on the new number of users they have managed to bring to the platform.

2. Scope

2.1 Parties to the contract and subject matter of the contract

These General Terms and Conditions of Business for using S4F form the basis of the user contract established between you and the Company. The subject matter of this contract is the unpaid use of services, products, content and functionality (hereinafter referred to individually as the "S4F Service" and collectively as the "S4F Services"), where these are provided by us under the S4F name via our website or via our software applications or via user interfaces linked with our products or applications for mobile devices or other equipment or via the social media pages controlled by the Company.

2.2 Ground rules for participating

A condition for opening a user account and using the S4F Services is that you are at least 18 years of age and have full legal capacity or if you have consent from your parent or guardian.

S4F is intended exclusively for consumers. The legal definition of a consumer is every natural person that enters into a legal transaction for reasons that cannot be chiefly attributed to either their commercial or their self-employed occupation. Use of S4F for commercial purposes of any kind is expressly prohibited.

When you register for an account with us, the following rules apply:

- Provide accurate and current registration information.
- Keep your registration personal. Do not register for more than one S4F account, register a S4F account on behalf of someone else, or transfer your account.
- Keep your username, password and other login credentials secure and do not allow anyone else to use your account.
- Inform us immediately of any unauthorized use of your S4F account. You are responsible for anything that happens through your S4F account – with or without your permission. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OR ACTIVITY THAT RESULTS FROM THE UNAUTHORIZED USE OF YOUR ACCOUNT.

We reserve the right to agree to additional terms and conditions for individual S4F Services. We will, however, notify you of this in good time prior to use.

3. Your Health

3.1 Terms and conditions with regard to your health

Use of the S4F Services is at your own risk.

In any case a condition for the use of the S4F Services is that you must be in a good general state of health. If you have knowledge of any pre-existing medical conditions we advise you to seek medical advice from a doctor urgently before you start the S4F (such as trainings or coachings). S4F posts, programs, and eBooks herein referred to as (“products”) are intended for educational and informative purposes only and are not intended to serve as medical or professional advice. You should consult your physician or other health care professional before starting this or any other fitness program to determine if it is right for your unique needs. This is particularly true if you (or your family) have a history of high blood pressure or heart disease, or if you have ever experienced chest pain when exercising or have experienced chest pain in the past month when not engaged in physical activity, smoke, have high cholesterol, are obese, or have a bone

or joint problem that could be made worse by a change in physical activity. Do not start this fitness program if your physician or health care provider advises against it.

If you experience faintness, dizziness, pain or shortness of breath at any time while exercising you should stop immediately. This app and content from the Company offers health, fitness and nutritional information and is designed for educational purposes only. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment.

If you have any concerns or questions about your health, you should always consult with a physician or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have read on this site.

The use of any information provided on this site is solely at your own risk. Developments in medical research may impact the health, fitness and nutritional advice that appears here. No assurance can be given that the advice contained in this site will always include the most recent findings or developments with respect to the particular material. If you are having a medical or health emergency, call your health care professional, immediately.

In case of S4F is related to nutrition, you are responsible for verifying that the foods and nutrients recommended as part of the coaching or guide do not contain any ingredients or contents to which you are allergic or which may cause food intolerance.

In addition our female athletes should note that pregnant women and breast-feeding mothers should not do the trainings and coaching offered by us.

The following general rules apply: Listen to what your body is telling you. Before using the S4F Services for the first time or while using S4F, if you have any doubts about your health (e.g. because you are experiencing considerable pain, a general malaise, shortness of breath, nausea or dizziness) consult your doctor before starting or continuing with S4F.

3.2 No substitute for medical advice

The services and information offered by S4F do not constitute medical advice or a doctor's advice. Nor are they a substitute for a medical examination or treatment by a doctor.

Always consult your doctor before making any changes to your diet or nutrition program. The use of diet and nutrition to control metabolic disorders and disease is a very complicated science and is not the purpose of this program. The purpose of this program is to help healthy people reach their cosmetic fitness goals by educating them in proper nutrition and exercise guidelines.

No health claims are made for this program. The Products will not help cure, heal, or correct any illness, metabolic disorder, or medical condition. S4F is not a medical doctor, registered dietitian, or clinical

nutritionist. Your nutrition plan will not be effective by itself. You must combine a reduced calorie diet, with an appropriate exercise program, for optimal results. If you have been sedentary and are unaccustomed to vigorous exercise, you should obtain your physician's clearance before beginning an exercise program.

The Company shall have neither liability, nor responsibility, to any person or entity with respect to any of the information contained in the Products. The User assumes all risk for any injury, loss or damage caused or alleged to be caused, directly or indirectly by using any information described in this program.

By performing any of the exercises in this program, the User assumes ALL risks of injury from doing so. The Company is NOT responsible or liable for any injury or loss that the user may sustain by participating in this exercise program.

The User bears full responsibility for the risks related to the execution of the exercises in the places chosen by him and which are not in the strict observance of the Company or in his judicial protection.

3.3 Training-/Dietary Methods

Fitness and/or nutritional advice is subject to constantly evolving knowledge in relation to health science, nutritional science and sports science. Although we base our trainings and nutritional tips on current studies and knowledge, we do not guarantee that these reflect the most up to date research findings or knowledge.

4. User Account

4.1 Registration process

In order to use the S4F Services, you must first register and open a user account to use S4F. You generally only need to open a single user account, even if you wish to use various S4F services, e.g. via different apps. You can open a user account either directly online at <https://sense4fit.com> or via our mobile app. You may not use domain names or web URLs in your user name without the prior written approval of S4F. During registration, we will ask you to accept these General Terms and Conditions of Business and the relevant privacy policy. After you register, for security reasons we will first send you an email in which we ask you to verify the registration by clicking on the "Confirm account" field. After you have clicked on this field you will be redirected to a website where we will finally confirm your registration. Only then will the registration process be complete.

You also have the option of signing in with your Facebook, Google, or Apple accounts. In this case, the sign-in process is completed when you have entered the account information for your corresponding account and clicked "**Confirm**".

5. Conclusion of a Contract

How the respective contract is formed depends on the method by which you register for S4F for the first time and whether you sign up for additional services.

5.1 Online registration on the website

When registering via our website www.sense4fit.com, the user contract between us comes into effect once the registration process has been completed.

5.2 Registration via mobile apps

When registering via mobile apps, the formation of the user contract depends on the rules of the app store supplier (for example Apple, Google, Sony etc.). The contract is generally formed when you click on the "Install" field in the relevant app store and, where necessary, enter your password in question. Please note that in order to use the S4F Services it is still necessary to open a cost-free user account with us.

5.3 Contract modifications

When you change your subscription (e.g. in the form of an upgrade), S4F or the respective store provider (e.g. Apple) ends your existing subscription (hereafter "original subscription") and your newly selected subscription (hereafter "updated subscription") begins immediately and is active for the time period you selected. You will then have access to all features and content provided with your updated subscription. The contract for the updated subscription is concluded as described in §5.

6. Duration and scope

6.1 User contract

The user contract concluded between you and us once you register your account is valid for an indefinite period. We will inform you of any relevant General Terms and Conditions in due course before the user contract is established.

As soon as you have opened a user account pursuant to Section 4, you are a user for the purposes of these General Terms and Conditions of Business and can obtain one or more S4F subscriptions. Some S4F services also include the option of providing other users in your household with access to the same S4F content. Further information about this can be found on www.sense4fit.com. As a S4F user, you are responsible for all activities by any users associated with your user account.

6.2 One-off additional services

One-off additional services may be offered for a fixed term. They will then end automatically at the end of the term without needing to be cancelled.

6.3 Scope and duration of the subscription

Our subscriptions are offered with varying minimum terms of validity and are automatically renewed for the same minimum term that has been selected until you or we cancel them. You can have several subscriptions with different durations and conditions. Please note, you must also cancel each subscription separately. We would like to point out that the 14-day right of withdrawal is only applicable for new subscriptions and does not apply to automatic subscription extensions.

In order to avoid any misunderstanding, please note that the term of a subscription is determined by calendar and is independent from your use or extent of your use of the respective S4F Service.

7. Special deals and promotions

S4F is always offering different deals, sales and promotions such as reward programs. S4F users can stay informed of these deals via our newsletter. The sales are not a fixed component of the S4F product range and are normally only offered for a limited time. There are separate conditions for these deals which are provided for purposes of information and participation. Insofar as we offer a discount on the price of a one-off additional service or subscription as part of this kind of deal, sale or promotion, this discount generally only applies for the minimum contract period. When the subscription is automatically extended, you will be charged the full subscription price. We will provide full information about this before the contract is agreed.

8. Liability for Defects

8.1 Statutory Provisions

Statutory provisions apply to claims due to defective services. Your consumer rights remain unaffected in any case.

8.2 Disclaimer of guarantees

We do not make any representations or guarantees that the use of the S4F Services will bring the training- or other result intended by you. We do not promise a concrete success. Also, the actual training result will depend on factors which cannot be influenced, such as, for example, physical disposition and preconditions. Consequently, results may vary strongly between individuals despite the same use of the S4F Services.

We also do not guarantee that the available content is suitable for all users, or that particular functionality will be available or supported for a specific period, or that our S4F services will be available with no interruptions or faults.

Insofar as a user contract has been agreed, S4F will provide the agreed services. However, we reserve the right to modify, extend, terminate, or remove our S4F services, content and functionality, either in whole or in part, and/or to discontinue the operation of our S4F services either in whole or in part.

9. Liability

9.1 General

Insofar as you are provided with guides or instructions in connection with the S4F Services it is imperative that you follow them. Otherwise you risk being injured and your general health.

Insofar as you use equipment or training tools it is your responsibility to ensure that such equipment and tools are in good working condition and installed and/or set up properly.

You need to observe and respect our health safety notices in clause 3.

9.2 Liability for services provided free of charge

For services provided free of charge, we will be liable, regardless of the legal basis, exclusively for damage due to wilful conduct or gross negligence or the absence of a guaranteed feature. Our liability is not limited for wilful misconduct. In the event of gross negligence or the absence of a guaranteed feature our liability is limited to reasonable, foreseeable damage. Otherwise, our liability is excluded.

9.3 Liability of our employees

To the extent that our liability is excluded or limited, this exclusion or limitation also applies to our employees and agents.

10. Rights of Use over S4F Content

Depending on which services have been enabled for you, the services we offer contain content which is protected by copyright or otherwise and we hold the respective rights. We grant you a simple, revocable, non-transferable right to the non-commercial use of this content in accordance with these contractual provisions. Purely for the avoidance of doubt we draw your attention to the fact that, in particular, distributing our content or making it publicly available, e.g. on websites other than S4F websites, is not permitted. The same applies for copying, sale or distribution, the creation of derivative works, and any activity that could disrupt or harm our S4F services. The right of use will lapse when your access to the respective service is no longer enabled (e.g. after you have canceled your subscription) or when your user contract ends.

11. Ownership of Content

11.1. Your rights

All the content on our Platform - including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork and other content is owned by S4F / the Company is protected by copyright, trademark, patent and other laws. S4F reserves all rights not expressly described in these Terms.

All trademarks, service marks and trade names are owned, registered and/or licensed by S4F and the Company. You do not acquire a license or any ownership rights to any trademarks, service marks, or trade names through your access or use of S4F or Content.

You agree not to change or delete any ownership notices from materials downloaded or printed from SF4.

S4F and the Company grant you a limited, personal, non-transferable, non-sublicensable, and revocable license to access and use such copyrights or copyrightable works solely for their intended purpose and solely for as long as we make such Content generally available to the public. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), and all such Content is intended for personal, non-commercial use. We reserve the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason. We reserves the right to take down any Content in violation of these terms or our intellectual property rights. Us allowing you this limited use does not constitute a waiver of any of our rights to the Content.

Outside of the specific usage rights granted to you by us in connection with S4F, you agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content, without our prior written consent. Unauthorized use of the Content may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties.

11.2 Indemnification

If you infringe the principles mentioned in clause 11.1 and that this is your fault (i.e. because you acted either negligently or with intent), you are obliged to indemnify us against any third-party claims arising from such infringement. This indemnity also includes the costs of a suitable defense. You are obligated to provide assistance in clarifying the disputed situation. We reserve the right to assert claims for damages and other claims.

12. Ending the Contract

12.1 User contract

You have the right to cancel your user account at any time, without stating any reasons, thereby also ending your user contract. To do this you simply have to select the necessary settings in your profile. Please note that after you have cancelled your user account we will or may delete all the content and training results that you added, and you will no longer have access to content that you already subscribed for.

12.2 Subscription

Every subscription for a S4F Service must be canceled individually. You can cancel the relevant subscription without giving reasons at any time with effect from the end of the minimum term or at the end of the applicable extension. Subscriptions on our websites can be canceled by changing the relevant setting in your user profile on the website. Alternatively, you can cancel your subscription by emailing [contact@sense4fit.io].

We are entitled to cancel your subscription with effect from the end of the minimum contractual term or with effect from the end of the respective renewal period by giving two (2) weeks' written notice.

12.3 Cancellation for good cause

The right to cancel for good cause remains unaffected in the case of either party. In particular we are entitled to cancel your user contract or your subscription with immediate effect, and to cancel your user account, if you seriously or repeatedly breach the provisions of the user contract and/or these General Terms and Conditions of Business, or if you are in arrears with your payment obligations.

13. Personal Data

We process your personal data in accordance with our privacy policy, the latest version of which can be referenced at www.sense4fit.com. In particular these data protection provisions govern and explain the extent to which your personal data can be seen by other users and what options you have for controlling its disclosure to other users.

In your profile settings, you can configure who can see your information such as your user profile, training data, posts, training spots, etc. (Privacy Settings).

I hereby agree that, upon beginning my S4F journey and provided that I make no changes to my privacy settings, all S4F users will be able to view my profile, my training data, my posts, my training spots, etc., without special permission. This makes it easier to follow me and/or support me during my journey with comments and motivation. If I do not want this anymore, I can set my privacy settings to private at any time, which only allows select athletes to access the previously specified information.

14. Online dispute resolution

The EU Commission provides a platform for extrajudicial dispute arbitration. This gives consumers the opportunity to settle disputes associated with their online order out of court. The dispute resolution platform can be found here: <https://ec.europa.eu/consumers/odr/>

Consumer information: Non-participation in dispute resolution proceedings.

We are neither prepared nor required to participate in dispute settlement proceedings before a consumer arbitration board. Our email address can be found on our company info page.

15. Changes to the General Terms and Conditions of Business

We hereby reserve the right to modify and adjust the general terms of business with future effect if this is required by the legal, regulatory, or technical environment, and if these changes are reasonable and take your interests into consideration. We will advise you of the changes by email no later than two (2) weeks before the new version of the General Terms and Conditions of Business is scheduled to enter into force. If you do not object to the validity of the new General Terms and Conditions of Business within such period and continue to use S4F, then the new General Terms and Conditions of Business will be deemed to have been accepted. In the event that you do object, we expressly reserve our rights of ordinary cancellation. We will also advise you again separately of your right to object, the deadline to do so and the legal consequences of your objection or failure to object.

If you use your own Terms and Conditions, which deviate from these General Terms and Conditions of Business for using S4F, the General Terms and Conditions of Business for using S4F shall apply exclusively. We do not recognize contradictory or divergent conditions unless we have explicitly agreed to this in writing on a case-by-case basis.

16. Final Provisions

16.1 Applicable law

The relationship between the parties is governed exclusively by Romanian law under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In relation to business transactions with consumers within the European Union, the law of the consumer's place of residence may also be applicable where such law contains consumer law provisions that it is mandatory to apply.

16.2 Place of jurisdiction

If you do not have a place of general jurisdiction in Romania or in another EU Member State, or if you have moved your permanent place of residence to a country outside the EU after these General Terms and Conditions of Business have entered into effect, or if your permanent place of residence or usual place of residence at the time the complaint is filed is not known, then the exclusive place of jurisdiction for all disputes arising from this contract will be our place of business.

16.3 Language of the contract

The language of the contract is English.

16.4 Severability clause

Should any individual provisions of these General Terms and Conditions of Business be or become invalid in whole or in part, this will not affect the validity of the remaining provisions.

You can review any further contractual information and data in your user account.

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