



## SENSE4FIT TERMS OF USE

**Last revised: 1 November 2022**

### **Welcome to Sense4Fit!**

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF OUR SERVICES

These Sense4Fit Terms of Use is entered into between you (hereinafter referred to as “you” or “your”) and Visitors (as defined below) telling you about the rules for using our website [www.sense4fit.com](http://www.sense4fit.com) (hereinafter referred to as “**Website**”).

Please note that our Website is just a presentation of the services that are will be provided within Sense4Fit ecosystem, such as a Fitness App, a NFT Marketplace, SFIT Token and many more (hereinafter referred to as “**Services**”)... Thus, please be advised that the terms and conditions of using those Services will be provided therein.

By using (in any possible way) our Services, you fully agree that you have read, understood, and accepted all the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “**Terms**”).

Please be aware that accessing or using any services accessible through external links displayed on the Website are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party’s services.

If you do not accept these Terms, do not access our Website and its Services.

These Terms apply and complete all Sense4Fit’s agreements that expressly refer to them, in the limits and the terms established by those agreements. In case of any conflict between Senese4fit’s agreements and These Terms, Those Terms should prevail unless the parties have agreed otherwise.

Accessing and using in any way our Services available on the Website you fully acknowledge to be bounded by these Terms. Any reference to our Services also applies to your use of the Website.

These Terms constitute a legal agreement and create a binding contract between you and Sense4Fit.

### **1. Who we are and how to contact us**

Sense4Fit is an independent project which aims to become a leader in the field of fitness and wellness, especially by combining the fitness workouts/activities with the benefits provided by using the blockchain technology and the SFIT Token.

Our Website is a beta technical infrastructure which must be seen only as an online beta tool for presenting and pre-testing (if applicable) our Services. We offer no guarantee or assurance of the function ability of the Website and/or its Services.

Sense4Fit does not commit and shall not be liable for any failure to support, display or offer any of the features available within the Website, especially but not limited to the situation in which a damage is caused by the action of a third party.

To contact us, please email at [privacy@sense4fit.io](mailto:privacy@sense4fit.io).

### **2. Definitions (a-z)**

<b>"Authority"</b>	means any statutory governmental, judicial, or other authority or any of them or any of their authorized representatives;
<b>"Cases of force majeure"</b>	represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;
<b>"Sense4Fit"</b>	means the group of the companies which are developing the Sense4Fit ecosystem, including the owner and the administrator of the Website, the software development company, the token issuer and administrator;
<b>"Sense4Fit Technical Partners (STP)"</b>	means the service providers used to offer different features to our users, in connection with the Website or in connection with the SFIT Tokens and/or other cryptocurrencies;
<b>"Sense4Fit Tokens or SFIT"</b>	means the ESDT Tokens (Cryptocurrency) issued by Sense4Fit using the Elrond blockchain infrastructure;
<b>"Services"</b>	refers to all features, functionalities, utilities, use cases and actions, of any kind, available exclusively on the Website;
<b>"User"</b>	any natural or legal person who decided to use our Services;
<b>"Visitor"</b>	means any person who accesses the Website without being registered;
<b>"Website"</b>	means the website <a href="http://www.sense4fit.com">www.sense4fit.com</a> through which we present our Services;

### 3. General provisions

Purpose of the website and commitments

WE DO NOT OFFER ANY INVESTMENT OR FINANCIAL ADVICE. ANY REFERENCE TO INVESTMENTS DISPLAYED ON THE WEBSITE IS MENTIONED ONLY FOR INFORMATIVE PURPOSES.

Sense4Fit does not provide investment or consulting advice of any kind and is not responsible for the use or interpretation of information available on the Website (regardless the uploader) or any other communication method.

Any approximation, value or estimation available on the Website is pure for informative or explanation purposes and do not constitute a promise or guarantee.

All Sense4Fit Services are available only to persons who are in full civil capacity according to their national regulation.

Sense4Fit cannot and does not guarantee the Services (including the content of the Website) accuracy, applicability, reliability, integrity, performance, or appropriateness. Sense4Fit shall not be liable for any loss or damage that may be caused directly or indirectly by your use of these contents.

All users MUST UNDERSTAND AND ASSUME the risks associated with the use (regardless the method) of Cryptocurrencies/Digital Assets, and it is recommended to exercise a high level of prudence and responsibly assume decisions within their own capabilities, on their own risk.

PLEASE TAKE INTO CONSIDERATION THAT THE VALUE OF THE SFIT TOKENS AND ANY OTHER CRYPTOCURRENCY ON THE OPEN MARKET MAY CHANGE BY +/- 100% EVERY SECOND BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

### 4. The Website's functionality

In some unfortunate cases or for maintenance purposes, it will be necessary and we may need to suspend or withdraw the Website for an undefined period of time.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, if possible.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **5. Prohibition of Use and Commitments**

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use any of the Sense4Fit Services. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access this Website.

By accessing and using the Services, you represent and warrant that you have not been included (directly/indirectly) and has no relationship (directly/indirectly) with any person whose citizen or resident of a country which is/was included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (The Office of Foreign Assets Control of the U.S. Department of the Treasury), the Financial Action Task Force (FATF), International Traffic In Arms Regulations (ITAR) or the denied persons or entity list of the U.S. Department of Commerce. The restrictions herein target the inclusion as a natural/legal person on the above-mentioned lists as well as the inclusion of the User's citizenship or residency state.

Sense4Fit reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Sense4Fit services in certain countries or regions.

## **6. Licensing**

Subject to the fulfillment of the foregoing Terms, Sense4Fit grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access and use Sense4Fit Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use the Services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function, and access rights regarding the Services should be stipulated in the discretion of Sense4Fit. Sense4Fit reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using our Services in any way not expressly authorized by these Terms.

To avoid any misunderstanding these Terms only grant a limited license to access and use Sense4Fit Services. Therefore, you hereby agree that when you use our Services, we do not transfer our Services or the ownership or intellectual property rights of any intellectual property to you or anyone else.

All content published, all the text, graphics, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the Services or provided as a part of our Services, are exclusively owned, controlled and/or licensed by Sense4Fit or its members, parent companies, licensors or affiliates.

Sense4Fit owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

## **7. SFIT Token General Provisions**

Each user understands and fully assumes that, (i) at the signing date of the soft, the SFIT Tokens are not issued, (ii) after the issuing moment SFIT tokens will have no intrinsic immediate utility, (iii) any third party, including the token issuer may try to establish partnerships with different technical infrastructures for implementing use cases for the SFIT Token, such as accessing or acquiring services and features available on the website or any other third-party Website, (iv) Sense4Fit project does not assume and guarantee any value/specific functionality/utility of the token (v) Sense4Fit project is an independent party working to offer the best possible experience to the users of its services.

Buying/acquiring SFIT Tokens do not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction, including but not limited to the Website.

SFIT tokens are not qualified as financial instruments and are not similarly approved by any authority in the world.

To avoid any misunderstanding, obtaining SFIT Tokens do not offer to the buyer any right, including but not limited to any right to receive, exercise and, or request something in connection or from any company/ activity/revenues/ profits or any other right which can qualify it as security.

#### **8. SFIT Currency indicator**

Any value displayed on the Website is only for reference purposes and under no circumstances shall be interpreted as a promise or that Sense4Fit Project is liable or responsible for that value.

We strongly recommend you not to rely on any value indicated in the Website or the Marketplace, and you should do your own calculation to have an accurate representation of your asset's value.

#### **9. Sense4Fit Technical Partners (STP)**

Sometimes Sense4Fit's Services may be available through Sense4Fit Technical Partners (STP)'s websites or independent third-party websites, situations in which their specific rules, restrictions or terms & conditions will be fully applicable for those features.

Services may contain links to third-party websites or services that are not owned or controlled by the Sense4Fit. Additionally, the Services may allow you to interact directly with services provided by third-parties without leaving our Website.

Sense4Fit shall not be liable for the actions, inactions, or any activity performed by any STP's or third party who decided to use/integrate Sense4Fit's Services or SFIT Tokens.

Sense4Fit has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Sense4Fit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

We reserve the right to terminate or suspend access to these third-party services immediately, without prior notice or liability, for any reason whatsoever.

Under no circumstances should Sense4Fit be considered liable or a party to any business relationship/ Agreement concluded between any person and the STP/third party providing services in connection with Sense4Fit's Services or SFIT Tokens, even those services, the STP/third party is promoted or displayed on the Website.

#### **10. Campaigns**

Sense4Fit may propose or accept to organize different Campaigns for different purposes, such as marketing Campaigns (Giveaways, Airdrops, Bounty) or economic Campaigns for supporting the integrity of the ecosystem's economy (Locking token Campaigns).

Campaigns may be directly organized through the Website, where those Terms and other specific Policies will be applicable, or through third party's services, where the Campaigns will be fully governed by their terms & conditions.

Sense4Fit is not responsible to any Campaign which is not directly and fully performed on the Website's domain, even that those Campaigns are displayed on the Website or can be accessed through external links/hyperlinks available on the Website.

All announcement and/or banners available on the Website are only for marketing purposes, so please follow the service provider's webpage to discover all the terms and conditions of the Campaign.

Sense4Fit does not warrant or assume any liability in connection with the service provider's actions, promises, content and services.

## **11. Do not rely on information on our site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content published on the Website.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on our Website is accurate, complete, or up to date.

Under no circumstances, should Ads, articles, or any other advertisement available on the Website be construed as a Sense4Fit's mandatory bid (business offer).

All information available on the Website should be interpreted as a commercial presentation.

Please note that different rules and policies may be applicable for each feature or even for the same feature if it is provided by different third parties/LLP.

## **12. Verifications**

To comply with all applicable regulations, in some cases, Sense4Fit may need to verify the User's identity for using specific Services, if necessary.

You agree and Sense4Fit may require Users, in its discretion, to prove their identity by providing the personal information or documents such as, but not limited to national ID, passport, driving license, live video, proof of funds, proof of residence (utility bill) and so on.

For example, that information is mandatory in order to verify Users' identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes.

When providing the required information, you confirm it is true and accurate.

When applicable, all personal data will be collected, used, and shared in accordance with the Privacy Policy displayed in the corresponding section of the Website.

During the analysis or in case of failing to comply with Sense4Fit's request necessary to verify the user's identity and the source of funds, (if applicable) Sense4Fit is entitled to block your access to our Services or assets (if applicable) until it is satisfied with the information you have provided and determine in its sole discretion that it is sufficient to validate your KYC/AML procedure.

In the meantime, you will not be allowed to perform any action in connection with you, Services or assets (if applicable) or to request the deletion of the Personal Data processed during verification operations.

IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED, OR INCOMPLETE, SENSE4FIT RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF SENSE4FIT SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO SENSE4FIT DURING YOUR USE OF OUR SERVICES.

In case Sense4Fit will decide to block your activity, all your assets will be administrated in accordance with the applicable laws.

## **13. Security**

You are responsible for all activity that happens on or through ANY of your Wallets/accounts, even that in those accounts (of any kind) are stored SFIT Tokens or the other Cryptocurrencies.

Sense4Fit cannot take any action (such as, but not limited to transfer, undo a transfer, recover access, and so on) in connection with any account/wallet in which you store SFIT Tokens.

Considering the aspects mentioned above, you agree that you are the only one responsible for:

- setting up and keeping your all your credentials confidential;
- accessing and using the selected recovery method/the supplementary security measures;

- any action or transfer you or any other person perform in connection with your assets/accounts;

Any action on the Website, is considered to have been made by you and irrevocable once performed. You are required to notify Sense4Fit immediately of any unauthorized use of your device which was used to access the Website, or any other breach of security, by email to [privacy@sense4fit.io](mailto:privacy@sense4fit.io).

You are solely responsible for keeping safe of your accounts/wallets and devices.

Sense4Fit assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account and/or credentials, including but not limited to access caused by information disclosure, hacking, information release, phishing, phishing, and so on.

#### **14. Restrictions**

By using our Services, you firmly assume to:

- fully comply with the requirements of applicable laws and regulations and these Terms.
- not violate Users' rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using our Services;
- not use our Website's features or SFIT Tokens for any kind of market manipulation (such as but not limited to pump and dump schemes, self-trading, wash trading, quote stuffing, front running, and spoofing or layering, regardless of whether prohibited by law);
- not influence in any way the Website's services trying to modify, replicate, duplicate, copy, download, transfer, store, disassemble, further transmit, publish, disseminate, broadcast, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties;
- not use any mechanisms such as but not limited to: deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of our Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through our Services;
- not attempt in any way to access any part or function of the properties/features without authorization, or connect to our Services or any Sense4Fit infrastructure (servers or any other systems or networks) provided through the services by hacking, password mining or any other unlawful or prohibited means;
- not try to identify any vulnerability of the Website (including the third party integrated), or violate any security or authentication measures;
- not try to obtain, in any way (including direct requesting, reverse look-up, track or seek to track) any information of any other Users or visitors the Website;
- not take any method that causes the Website to slow down;
- not use any devices, software or any other function which may alter or interfere with the proper functioning of the Website, as it was established by Sense4Fit;
- not to use any of the features available on the Website in an illegal way.

You expressly empowered Sense4Fit to perform any action to identify and investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities;
- freezing your activity and assets (if applicable);
- reporting the incident to the competent authorities;

- publishing the alleged violations and actions that have been taken;
- deleting any information, you published that are found to be violations;

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms and Conditions, or may direct, or indirect violate its provisions;
- is related to illegal activities or with the purpose of causing harm to another person, regardless the way in which this purpose is done or achieved;
- access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access;

## **15. Indemnification**

**You agree to indemnify and hold harmless Sense4Fit, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, Sense4Fit Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Sense4Fit Services. If you are obligated to indemnify Sense4Fit, their affiliates, contractors, licensors, and their respective directors, officers, employees, or agents pursuant to these Terms, Sense4Fit will have the right, in its sole discretion, to control any action or proceeding and to determine whether Sense4Fit wishes to settle, and if so, on what terms.**

## **16. Warranty and Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY SENSE4FIT ENTITIES) DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE OUR SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOUR USE OF THE SERVICES, INCLUDING OUR CONTENT WITHIN THE SERVICES (and excluding the content posted by users), IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES' RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY SENSE4FIT ENTITIES) DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SFIT TOKENS (INCLUDING THEIR VALUE), THE SERVICES, OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY, ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE SFIT TOKENS, THE SERVICES, THE CONTENT AVAILABLE ON THE WEBSITE OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY AND NOT ON THE INFORMATION AVAILABLE ON THE WEBSITE.

SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

## **17. Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT SENSE4FIT WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES/SFIT TOKENS.

SENSE4FIT IS NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES/SFIT TOKENS, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH (BUT NOT LIMITED TO): THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ACCOUNT (if applicable); YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES (IF APPLICABLE); LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOOD OR SERVICES SOLD BY SUCH ADVERTISERS.

**SENSE4FIT WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND WHICH MAY RISE DIRECT OR INDIRECT FROM OR IN CONNECTION OF ANY DECISION THAT YOU PERFORM AFTER READING AND/OR INTERACTING IN ANY POSSIBLE WAY WITH THE WEBSITE'S SERVICES, SFIT TOKEN, STP/THIRD PARTY'S SERVICES OR WITH THE WEBSITE ITSELF.**

SENSE4FIT WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

TO THE FULLEST EXTENT PERMITTED BY THE LAW AND EXCEPT AS OTHERWISE STATED IN THESE TERMS, SENSE4FIT IS NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

#### **18. There are other terms that may apply to you**

We do not charge you to access the Website. Instead, businesses and organizations may pay us to show you ads for their products and services. By using our Website, you agree that we can show you ads that we think will be relevant to you and your interests.

We do not sell your personal data to advertisers, and we do not share information that directly identifies you with advertisers unless you give us specific permission.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

#### **19. We may make changes to our site**

Sense4Fit reserves the right to change, add or remove parts of these Terms at any time and at its sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the terms on our website and modifying the [Last revised] date displayed on this page.

All modifications or changes to these terms will become effective upon publication on the website or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Website and the Services following the changes to the Terms, you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.



If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate to directly contact us.

## **20. We may transfer this agreement to someone else**

The transfer of rights and obligations arising from these Terms and / or the use of the Website is subject to our prior written consent.

You expressly agree that Sense4Fit may unilaterally transfer all rights and obligations that may result from these Terms and use of the Website without the consent of users.

## **21. How you may use material on our site**

We are the owner or the licensee of all intellectual property rights of our Website, and materials published on it by us. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **22. We are not responsible for websites we link to**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

For example, on our Website you may find links to external websites such as: links to our Partners' websites or to third parties which decided to use/integrate our Services/SFIT Tokens.

Please note that all external links are displayed for advertising (portfolio) purposes only, and we do not warrant or assume any liability in connection with their actions, promises, content and services.

## **23. How to complain**

If you have a complaint or a feedback, please contact us on [privacy@sense4fit.io](mailto:privacy@sense4fit.io).

## **24. We are not responsible for viruses, and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology and computer programs to access our Website. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the regulation which governs Sense4Fit's activity. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **25. Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact [privacy@sense4fit.io](mailto:privacy@sense4fit.io).

## **26. Which country's laws apply to any disputes?**

These terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by Romanian law terms are governed by Romanian law.

We both agree to the exclusive jurisdiction of the courts of Romania.

## **27. Our trademarks are registered**

Sense4Fit is a trademark registered in EU and protected worldwide through the notoriety achieved.

You are not permitted to use them without our approval, unless they are part of material you are using as permitted under these Terms.