

Connected Senses Terms of Service

Information about the company

The products and services are provided by Connected Senses AB (hereinafter referred to as “Connected Senses”, “CS”, “us”, “we”). These Terms of Service (hereinafter “Terms”, “Agreement”) apply to your access and use of the products and services made available by Connected Senses. Any use of these terminologies or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

CS develops products and services that help people have a better training experience and feel healthy. CS is a Swedish company with registered address at Götgatan 23, 116 46, Stockholm and with Swedish registration number 559134-6035.

Definitions

CS Services shall mean the services or any applications, including mobile applications, website and the platform that are made available by CS.

CS products shall mean the hardware products made available by CS and the CS services collectively.

Product failure shall mean any sort of error or failure that results in CS products not working as intended or as expected.

Access to the services

You must accept these Terms to create a CS account. If you do not have an account, you accept these Terms by using any part of the CS Services. If you do not accept these Terms, do not create an account or refrain from using the CS products. The team at CS can be reached at info@connected-senses.com

There may be times when we offer a special feature that may have its own terms and conditions that apply in addition to these Terms. In those cases, the terms specific to those special features apply in addition to these Terms.

Arbitration notice

Except if you opt-out and except for certain types of disputes described in the arbitration section below, you agree that disputes between you and CS will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

Privacy Policy

For information about how we handle your data, please refer to our Privacy Policy. By accessing or using the CS products, you agree that we can collect and use your information in accordance with our Privacy Policy.

Legal age

You declare that you are either:

1. At least sixteen (16) years of age and has sufficient capacity to be bound by these Terms **OR**
2. That you have a consent from your parents or guardian to use CS products bound by these Terms

Your Account

Full use of the CS Services requires that you create an account by providing us with information such as full name, email address, password, age, gender, primary fitness goals, height and weight. CS is not liable for any loss or damages caused by your failure to maintain confidentiality of your account credentials. You are solely responsible for keeping the credentials safe. Please contact CS at info@connected-senses.com if you discover or suspect any security breach related to the CS products or your account.

Use of the CS products

You may only connect to the CS services using:

- I. A device that is manufactured, distributed, or sold by CS itself or through its authorized resellers or agents
- II. Mobile applications and software from CS, or approved third-party applications, softwares or devices
- III. CS websites/ platforms

You may not connect to the CS products with any device that is not manufactured, distributed or sold by CS or through its authorized resellers or agents (such as a knock off or counterfeit version of a hardware from CS or CS Services), otherwise intends to resemble or purports to be a product from CS, or any unauthorized application or third-party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to

access the CS products. If you have questions about whether a product or application qualifies as an authorized product from CS, you may contact us at info@connected-senses.com.

You may not use CS products for any illegal or unauthorized purposes. You agree to comply with all the laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the CS products. You agree that you will not, for any reason whatsoever, reverse engineer, decompile, disassemble, or otherwise tamper with any CS products. We reserve the right to modify or terminate the CS Services at any time. Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.

Change to these Terms

We reserve the right, in our sole discretion, to change these Terms (“Updated Terms”) from time to time. You agree that we may notify you of the Updated Terms by posting them here or via email and offer you a chance to review them before continuing using the CS products. Your continued use of the CS products after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, we request you review these Terms before using the CS products. The Updated Terms will be effective as of the time of posting, or from any later date as may be specified in the Updated Terms and applies to your use of CS products from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.

Social media and third-party functionality

CS Services may from time to time include optional functionality that allows you to access and post content to social media and third-party platforms regarding your activities on the Service.

Social media or third-party platforms are not partners or representatives of CS and we are not responsible for the acts or omissions of any social media or third-party platform in connection with your account with the applicable social media or third party platform.

In the event that you share or post content to a social media or third party platform through CS Services, You also agree to be solely responsible and liable for any claims arising as a result of sharing or posting any content to any social media or third-party platform.

Warranty disclaimer

CS Products are provided on an “as is” and “as available” basis, without warranty of any kind.

We do not guarantee that usage of CS Products can ensure definite improvement of your health. But it depends on few more factors such as regular training, diet and having an active life.

Though we are working hard to make our Products and Service to be secure, error-free and uninterrupted, we cannot guarantee that they are always at their best. If there are any problems

detected, we will work on it as soon as we can to rectify them to make sure that our Products and Service are secure, error-free and uninterrupted.

Product Usage

Our goal is to provide helpful and accurate information on all the CS products. Use of the CS Services should not replace your good judgement and common sense. We strongly recommend that you always verify that the use of CS products gives you the expected output. If you feel that the output does not correlate in some way or wrong, you can always notify us at info@connected-senses.com.

If you have a medical or heart condition, consult your doctor before using the CS products, engaging in an exercise program or changing your diet. If you experience a medical emergency, stop using the CS products and consult with a medical professional.

Indemnification

You agree to indemnify and hold CS and its affiliated companies, and each of its directors, employees, suppliers and partners, harmless from any claims, losses, damages, liabilities, costs and expenses, including attorney's fees, arising out of or relating to your use or misuse of CS Products, breach of this Agreement or violation of the rights of any other person or entity, except solely to the extent any of the foregoing arise out of the wilful misconduct or gross negligence of CS. CS reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CS and you agree to cooperate with CS's legal defense in response to such claims.

Limitation of Liability

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Services is to stop using the Services.

To the fullest extent permitted by law, in no event will CS, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for (i) any indirect, special, incidental, punitive, exemplary, or consequential damages; (ii) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising from the installation of CS Products, use or inability to use the Service, without regard to whether CS has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; or (iii) aggregate liability

for all claims relating to the Service more than the amounts paid by you to CS during the prior six (6) months in question, to the extent permissible by applicable law.

Nothing in the Agreement removes or limits CS's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, if required by applicable law gross negligence, and liability under product liability laws (for example the German Produkthaftungsgesetz – ProdHaftG and Swedish Produktansvarslagen). Some aspects of this Section may not apply in some jurisdictions if prohibited by applicable law.

Governing law/ Jurisdiction

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the Agreement (and any non-contractual disputes/ claims arising out of, or in connection with, the Agreement) is subject to the laws of Sweden, disregarding choice of/conflicts of law principles.

Furthermore, you and CS agree to be bound, if possible, by the exclusive jurisdiction of the courts of Sweden to resolve any dispute, claim, or controversy that arises in connection with the Agreement (and any non-contractual disputes/claims arising out of or in connection with the Agreement).

How do you reach us?

If you have questions, suggestions or concerns about this Agreement or about our use of your information, please contact us at info@connected-senses.com.

You may also contact us at:

Connected Senses AB

Götgatan 23

116 46 Stockholm, Sweden